

EXHIBIT A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

SONY CORPORATION, a
Japanese Corporation,

Plaintiff,

vs. No. SA CV08-01135-RGK(FMOx)

VIZIO, INC.,

Defendant.

MEET AND CONFER

Los Angeles, California

Thursday, July 23, 2009

Reported by:
JILL GLANTZ
CSR No. 11341

JOB No. 117120

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA
3 WESTERN DIVISION

4 SONY CORPORATION, a
5 Japanese Corporation,

6 Plaintiff,

7 vs. No. SA CV08-01135-RGK(FMOx)

8 VIZIO, INC.,

9 Defendant.
10
11
12

13
14
15 MEET AND CONFER, at 865 South Figueroa Street,
16 Tenth Floor, Los Angeles, California, beginning at
17 1:09 p.m. and ending at 2:27 p.m. on Thursday,
18 July 23, 2009, before JILL GLANTZ, Certified Shorthand
19 Reporter No. 11341.
20
21
22
23
24
25

1 APPEARANCES:

2
3 For Plaintiff:

4 QUINN EMANUEL URQUHART OLIVER & HEDGES, LLP

5 BY: RORY S. MILLER

6 TOM PEASE (Telephonic appearance)

7 TODD KENNEDY (Telephonic appearance)

8 PETER KLIVANS (Telephonic appearance)

9 HEATHER BELVILLE (Telephonic appearance)

10 Attorneys at Law

11 865 South Figueroa Street, 10th Floor

12 Los Angeles, California 90017

13 (213) 443-3000

14 For Defendant:

15 JONES DAY

16 BY: STEVEN J. CORR

17 RYAN McCRUM (Telephonic appearance)

18 Attorney at Law

19 555 South Flower Street, Fiftieth Floor

20 Los Angeles, California 90071

21 (213) 489-3939

1 Los Angeles, California, Thursday, July 23, 2009

2 1:09 p.m. - 2:27 p.m.

3
4 MR. MILLER: Rory Miller, Quinn Emanuel Los
5 Angeles on behalf of Sony.

6 MR. PEASE: Tom Pease, Quinn Emanuel New York
7 on behalf of Sony.

8 MR. KENNEDY: Todd Kennedy, Quinn Emanuel San
9 Francisco on behalf of Sony.

10 MR. KLIVANS: Peter Klivans, Quinn Emanuel San
11 Francisco on behalf of Sony.

12 MS. BELVILLE: Heather Belville, Quinn Emanuel,
13 Silicon Valley office representing Sony.

14 MR. McCRUM: Ryan McCrum, Jones Day on behalf
15 of Vizio.

16 MR. CORR: Steve Corr from Jones Day Los
17 Angeles on behalf of Vizio.

18 MR. MILLER: Okay, gentlemen. Why don't we go
19 ahead and get started. Peter, do you want to take the
20 first whack at this or Tom or somebody?

21 MR. PEASE: I think Todd is going to start.

22 MR. KENNEDY: This is Todd Kennedy. Why don't
23 we start with Sony's Interrogatory Number 3, which
24 requests that they seize for Vizio's contentions of
25 non infringement. Vizio's response is just a list of

1 claim elements. Sony's position is that Vizio's
2 response needs to include all relevant factual bases
3 regarding the structure and operation of Vizio
4 television. None of that information is currently in
5 Vizio's response.

6 MR. MCCRUM: This is Ryan McCrum. In our
7 letter we advised you that the Interrogatory Number 3
8 asks Vizio to provide a claim chart setting forth the
9 bases for Vizio's first affirmative defense that it
10 does not infringe the patent suit. And in response,
11 Vizio provided claim charts for each of the more than
12 100 asserted patent claims and setting forth for each
13 limitation -- and set forth each limitation that it
14 currently contends is not present in Vizio's products
15 or that Sony has not shown by a preponderance of the
16 evidence to be present in Vizio's products. In our
17 view, this is exactly what Sony requested, and we did
18 in fact provide a sufficient answer.

19 And as I also noted in my letter, to the
20 extent that Sony is having any difficulty
21 understanding Vizio's contentions, our position is
22 that is a result of Sony's refusal to perform or agree
23 to perform the first step of any non infringement
24 analysis, which is claim construction. If Sony would
25 agree to exchange constructions, including a means

1 plus function terms, then we could identify the
2 structure required by such claims, and we think it
3 would then be a lot more clear what structure we are
4 claiming is not present in Vizio's products. But
5 that's another dispute that we have ongoing. As you
6 know, Sony is not agreeing to do that; and therefore,
7 we think these responses are adequate, especially
8 given that you have asserted over 100 claims,
9 thousands of claim limitations against dozens of Vizio
10 products.

11 I also want to note that during our last
12 meet and confer you had indicated that Sony expected
13 to provide claim charts regarding your validity
14 contentions that are the same nature of our
15 infringement contention. So we don't think it's fair
16 for Sony to insist that Vizio provide a certain level
17 of information in response to interrogatories that
18 Sony itself is unwilling to provide in response to
19 similar interrogatories.

20 So that's our position on that. I don't
21 think any of that is new to you. We have set that out
22 in the letter of correspondence and talked about it in
23 the past.

24 MR. KENNEDY: This is Todd. Why don't we focus
25 on one particular fact that Vizio has raised elsewhere

1 but not included in its claim charts. In a May 20,
2 2009 letter, Vizio represented that one of its
3 televisions does not infringe the 182 patent because
4 it analyzes the entire frame to generate the histogram
5 distribution that accumulates luminous data into 32
6 BINS, B-I-N-S. That is a very specific factual
7 allegation regarding non infringement that is clearly
8 responsive to Sony's interrogatories, and yet that
9 fact does not appear anywhere in Vizio's response.

10 Why not?

11 MR. McCrum: This is Ryan McCrum again. I
12 think you, Sony, has already acknowledged, Todd, Vizio
13 is not required to set forth all information about its
14 products in an interrogatory response. And I would
15 refer you to your letter of June 18 to me that says
16 that Sony does not agree that it is required to
17 include in its interrogatory response all information
18 about Vizio products that Sony provided to Vizio at an
19 earlier time. And so it's not clear why Sony now
20 believes it can insist on all such information in
21 response to Sony's interrogatories.

22 MR. KENNEDY: Ryan, this is Todd again. Your
23 factual allegation regarding the histogram is
24 according to your own Rule 11 motion a critical fact
25 in Vizio's entire Rule 11 basis for that patent. It

1 was based on that specific factual allegation. So
2 it's not something that is an insignificant fact that
3 doesn't need to be included in the claims charts.
4 This is a very significant factual allegation.

5 MR. McCRUM: This is Ryan McCrum again. Well,
6 that allegation and that fact is important to the
7 issue of Sony's Rule 11 basis for filing suit. And
8 the reason why in the context in which it came up was
9 when we had concerns about Sony's Rule 11 basis for
10 bringing this suit. And the point about that
11 particular function of Vizio's products, we raised
12 that was because we felt that we had told you early on
13 before this case was filed that Sony's -- or that
14 Vizio's products operated in a certain way. And
15 despite telling you that, it doesn't appear that Sony
16 has gone out and made any effort or attempt to confirm
17 whether or not that was true. So that issue and those
18 representations about Vizio's products were raised in
19 different contexts and were relevant to your Rule 11
20 basis for bringing this action.

21 MR. KENNEDY: Is it your position that the
22 facts regarding histogram distribution is not relevant
23 to Vizio's contention of non infringement?

24 MR. McCRUM: I don't think I said that.

25 MR. KENNEDY: So is it relevant or not?

1 MR. McCRUM: Is what relevant?

2 MR. KENNEDY: Is the fact about Vizio's
3 histogram distribution relevant to the issue of
4 infringement?

5 MR. McCRUM: Certainly how Vizio's products
6 function and operate is relevant to the issue of
7 infringement, and on that limitation -- the relevant
8 limitation here we have indicated has not met by
9 Vizio's products. So we have got hundreds of
10 limitations. You're focusing in on one here. And if
11 we start going into the specifics and details about
12 every which way Vizio's products operate with regard
13 to each limitation, then are you going to then ask for
14 the same thing with respect to the thousand other
15 limitations?

16 We provided claim charts to you on a
17 limitation by limitation basis, and we were consistent
18 in how we provided those charts. And we are confident
19 and feel comfortable that those sufficiently answer
20 your interrogatory.

21 MR. PEASE: Ryan, this is Tom Pease. Vizio
22 served an interrogatory on Sony asking for Sony's
23 infringement contentions. We served a thousand page
24 response that we since supplemented twice, and Vizio
25 has still taken a position that those responses are

1 not sufficient.

2 Now, Sony served the mirror image
3 interrogatory on Vizio, and that asks Vizio to
4 identify those limitations that are not set forth and
5 to explain the basis for your contention that you
6 don't infringe in light of our infringement
7 contentions. So all you have done is parrot the claim
8 language and say we don't meet the following
9 limitations.

10 And yet what you have demanded that we do
11 in our affirmative case is a lot more than simply say
12 Vizio, you practice the following limitations. What
13 you have asked us to do and what we have gone back to
14 the well and done several times and promised to do
15 again as we get additional information is to provide a
16 meaningful explanation of why it is based on the facts
17 that are available to us that we think Vizio meets the
18 limitations of the Sony asserted claims in this suit.

19 So for you to say that you think you have
20 answered the interrogatory when all you have done is
21 identify limitations that you don't believe Vizio
22 meets, to me that sounds like we're at an impasse
23 because we're obviously looking for more information
24 there. And what really got us started on this is you
25 sent us a letter at least a month ago, and you had a

1 very detailed factual basis that you contend -- and we
2 disagree -- but you contend means that Vizio does not
3 infringe at least one claim of the 182 patent. You
4 gave us a detailed analysis of the histogram and the
5 way that's generated and the way it works, and you
6 said that based on that Vizio doesn't infringe the 182
7 patent. Well, that's the kind of information that our
8 interrogatory was designed to elicit. We want to know
9 what it is Vizio believes is the reason it doesn't
10 infringe.

11 Now, this ties in with a lot of things.
12 You mentioned the claim construction dispute. Well,
13 in accordance with the schedule adopted by the court,
14 we don't think it's right or the time is right to
15 disclose claim construction positions right now. And
16 one reason we think that is that we haven't
17 crystalized the factual disputes between the parties.
18 But for your letter, which just happened to reveal
19 your basis for believing you don't infringe one patent
20 suit, we wouldn't know anything about your basis. We
21 have given infringement contentions. We have promised
22 to go back and supplement them, but we haven't heard
23 from you why you think you don't infringe other than
24 the parrot language of the claim.

25 And if we're going to be able to reach a

1 position where the parties actually know what the
2 disputes are and are in a position to at some point
3 write summary judgment motions and prepares cases for
4 trial, we are going to need that kind of information,
5 and that's what we're looking for here.

6 Just to pick up on one other point that
7 you made, you said we took the position that we
8 weren't going to put in all the information that was
9 in the claim charts that were given to Vizio before
10 this lawsuit was initiated. Our position actually
11 was, look, we're not going to parrot every single word
12 in those claim charts, but we did go back and we did
13 include in our claim charts the relevant aspects of
14 those charts. Yeah, we didn't cut word for word every
15 single word that was in the presuit claim charts, but
16 we did go back and we did amend our analysis to
17 include the kind of information that was in there, to
18 the extent that information reflected Sony's
19 infringement contentions.

20 MR. McCrum: This is Ryan McCrum again.
21 Several points in response to that. The first is we
22 have this underlying dispute about whether or not you
23 should be required to provide claim constructions.
24 That is the underlying problem here is Sony's refusal
25 to agree to provide claim constructions on targeted

1 terms that we believe are already in dispute and need
2 to be construed. You can look at any federal circuit
3 case addressing the issue of claim construction, and
4 you will see unanimously that the first step of any
5 claim -- of any infringement analysis is claim
6 construction. You cannot conduct a meaningful
7 infringement analysis prior to -- before claim
8 construction is conducted.

9 Sony is skipping that necessary step and
10 making it impossible for the parties to have -- to
11 address the issue of infringement the way it should
12 be. Sony's infringement allegations and contentions
13 right now in our view are essentially useless without
14 claim construction. We still cannot tell where the
15 disputes lie or what Sony's contentions are because we
16 have no idea how you are construing these claims.

17 You repeatedly offered to provide a list
18 of proposed terms to be construed, starting with the
19 means plus function terms, that we think once
20 construed will shed significant light on the parties'
21 infringement and non infringement contentions, and it
22 will substantially narrow the issues for the court,
23 the parties and for dispositive motion briefing. That
24 is the underlying problem here with regard to
25 infringement, and our position is that until we do

1 that, our responses right now are the best they can
2 be.

3 Now, my second point is, yes, we are
4 willing to supplement our non infringement
5 contentions. We are willing to do that once we
6 resolve this claim construction issue that we're
7 arguing about; two, when we're working with experts
8 and we're continuing to work with experts regarding
9 infringement and non infringement issues. And you
10 folks are supposedly seeking information from third
11 parties in discovery that you yourselves claim are
12 going to shed light on the issue of infringement that
13 we will certainly incorporate into our non
14 infringement contentions as well. Vizio is willing to
15 supplement its non infringement contentions as it
16 continues to obtain additional information.

17 And lastly, the third thing is, you know,
18 you have already indicated that your contentions
19 regarding validity are basically going to be a
20 limitation -- just a recitation of whatever
21 limitations you think are missing from these prior
22 references. Are you folks planning to go through and
23 identify each limitation that is missing from those
24 references and also give us an explanation as to why
25 you believe those are missing?

1 MR. KENNEDY: Ryan, this is Todd. As you know,
2 those charts are going to be produced at the end of
3 the month, and we can certainly talk about the charts
4 after Vizio has had its chance to review them.

5 But I did have one question for you,
6 which is why is Vizio's statement about the histogram
7 distribution not important enough to include in its
8 claim charts?

9 MR. McCRUM: We addressed that limitation and
10 said that it was not satisfied and that Sony has not
11 satisfied its burden of showing that that limitation
12 is satisfied. That is our current position on
13 infringement. And to the extent that we are going to
14 supplement or have additional information that we want
15 to include in our infringement contentions, we'll do
16 that.

17 It's not for Sony to sit there and
18 dictate what should be our infringement and non
19 infringement contentions. That's for Vizio to decide.
20 And right now we told you what they are, and we
21 don't -- quite frankly, we don't believe that Sony has
22 come even close to showing that most of the
23 limitations in the asserted patents are satisfied by
24 Vizio's products. I mean, let the record be clear,
25 Vizio doesn't have to come forward with any evidence

1 of non infringement. That's your burden of proof.
2 And right now we think that it is nowhere close to
3 being satisfied, and we can rest on that alone, and we
4 can decide to do that.

5 Now, if you come forward with some
6 infringement contentions in more detail and provide
7 claim constructions, then, you know, we will address
8 our non infringement contentions accordingly.

9 MR. PEASE: Ryan, this is Tom. You said it's
10 not for Sony to dictate what Vizio's non infringement
11 contentions are going to be, and yet Vizio has had no
12 problem trying to dictate what Sony's infringement
13 contentions ought to be. We have gone back and
14 supplemented our infringement contentions several
15 times now, and we're planning to do it again because
16 you complained it didn't give you enough information.

17 Now, I suppose we can just wait until
18 trial and simply say you meet these limitations,
19 that's all we're going to say or at least wait until
20 there is some disclosure and expert opinions, then
21 that's going to hold for both parties. You can't say
22 that it's not sufficient for Sony to just parrot the
23 claim language when it sets forth an infringement
24 contention and yet it's perfectly okay for Vizio to do
25 that in its non infringement contentions. You know,

1 that's just not going to work. This is discovery, and
2 the whole point of discovery is to figure out what the
3 other side's position is and crystalize disputes and
4 figure out what the true disputes are and which ones
5 deserve a lot of attention as the parties develop
6 their cases and which ones do not. You know, we want
7 to know which limitations aren't in dispute.

8 Along those lines, you say your non
9 infringement contentions now are -- I think the
10 expression you used "are as best as they can be." But
11 based on your own letter, they clearly aren't. All
12 you have told us is that you don't meet a particular
13 limitation. You haven't told us why you don't meet
14 that limitation, and your own letter shows that you
15 know exactly why you think you don't meet that
16 limitation.

17 You know, you said you guys are
18 developing trial positions and refusing to disclose
19 them to us in response to contention interrogatories.
20 We don't think that's fair because we have been
21 bending over backwards to try to accommodate every
22 request from Vizio for additional information.

23 And just one last point on claim
24 construction. You say without formal disclosure of
25 claim construction, proposed constructions and

1 supporting evidence you're not in a position to
2 develop your non infringement arguments. Like I said,
3 your letter belies that.

4 And two, we would point out before the
5 court set a schedule which didn't include formal claim
6 construction disclosures, Sony actually served an
7 interrogatory on Vizio that asked for Vizio's proposed
8 constructions and supporting evidence, and we haven't
9 had any substantive information in response to that
10 interrogatory.

11 So if Vizio were serious in saying that
12 the parties have a duty to disclose, even at this
13 point before the issues have crystalized, their claim
14 construction positions, Vizio itself hasn't lived up
15 to that. There's not been single claim construction
16 disclosed in response to that interrogatory. We
17 haven't pressed you on it because after that
18 interrogatory was served, the court adopted its
19 schedule and made it clear that there weren't going to
20 be formal claim construction disclosures up front.

21 MR. McCRUM: Well, Tom, that is really, really
22 disingenuous of you to claim because Vizio has offered
23 dozens of times now to provide claim constructions.
24 It is not going to do it unilaterally. Discovery is
25 not a one-way street without any agreement from Sony

1 to provide the same thing in return. That's how this
2 would need to work. We're not going to be agreeing to
3 start providing you with all of these claim
4 construction contentions with no promise in return
5 that you're going to be doing the same.

6 So the idea that you served an
7 interrogatory and we've been withholding this
8 information or any suggestion that we haven't been
9 willing to provide it is nonsense, because we have
10 been begging for the parties to exchange this
11 information. It's been Sony that has unilaterally
12 decided that it's not going to provide this
13 information during discovery.

14 And secondly, I should correct something
15 that you said about Sony not insisting on this stuff
16 after the scheduling order went in place. Well,
17 that's not true. There's letter correspondence from
18 you folks after the scheduling order was in place
19 asking for Vizio's claim constructions.

20 MR. PEASE: Ryan, this is Tom again. My
21 recollection there is there was one letter where
22 somebody went through your interrogatory responses and
23 simply identified those responses where there was no
24 substantive information provided. So yes, someone did
25 write a letter after the court adopted its schedule

1 that mentioned your failure to answer that
2 interrogatory. But other than that, my understanding
3 is we had not insisted that you answer that
4 interrogatory since then. And we have done nothing
5 that was inconsistent with that position since then.

6 MR. McCRUM: I just want the record to be
7 clear. You said that after the scheduling order, Sony
8 made no effort to -- and the fact that there is a
9 letter out there which you now acknowledge exists, and
10 it states that we did not answer that and requested
11 that we provide an answer within 30 days. So I don't
12 think you were clear on what actually transpired in
13 the past on this issue.

14 MR. PEASE: This is Tom again. I think the
15 record is equally clear that we didn't raise that at
16 the meet and confer and we didn't move to compel on
17 it.

18 MR. McCRUM: For obvious reasons because Sony
19 was not willing to provide that information itself.
20 So anyway, what is it that you want from us in
21 response to Interrogatory Number 3? You have our
22 position. We feel like the claim construction, we are
23 unable to provide further information on this. The
24 next step needs to be claim construction, and that
25 will much better inform the parties of the

1 infringement and non infringement positions. And once
2 that happens, then we can supplement the interrogatory
3 responses at that time.

4 MR. PEASE: So am I correct, Ryan, Vizio has no
5 intention of supplementing its non infringement
6 responses until there's been some sort of formal
7 exchange in claim construction positions?

8 MR. McCRUM: We are willing to supplement until
9 either there's been an exchange of claim construction
10 positions or the issue of claim construction has been
11 resolved, or we are in possession of additional
12 information that we learned through discovery that we
13 think should be the subject of a supplementation.

14 MR. PEASE: Let me ask you this. Is it your
15 position that Sony based on this lack of resolution of
16 the claim construction issue need not further
17 supplement its infringement contentions until that's
18 been resolved?

19 MR. McCRUM: That's an issue that I haven't
20 given any thought to. But I mean, the issue on Sony's
21 infringement contentions is that absent claim
22 construction, what you have given us just simply
23 doesn't provide any level of any substance as to what
24 exactly you are claiming in Vizio's product satisfies
25 limitations. I mean, we have talked about that a

1 number of times. The problem there is that you are
2 relying on the same exact pieces of information from
3 Vizio's documents and other areas -- well, Vizio's
4 documents for every limitation, so there's no way for
5 us to discern what exactly you're pointing to is
6 satisfying the limitations.

7 Now, if you were to provide claim
8 construction, then maybe we would better understand
9 how it is that you're claiming that the same ten
10 features satisfy all limitations of the same claim.

11 MR. PEASE: This is Tom again. I disagree with
12 your characterization of the infringement contentions,
13 but I think it's clear Vizio is not in the near future
14 going to supplement its response to this interrogatory
15 until there's been some sort of resolution of your
16 motion seeking formal claims construction exchanges.

17 Is that correct.

18 MR. McCRUM: Well, I mean, if you want us to go
19 back and put this information about the 182 patent --
20 is that what you are looking for, that our prior
21 representations that we made, those need to be
22 included in our claim charts? Is that going to be
23 sufficient?

24 MR. PEASE: No, it's not. Those just happen to
25 be the examples that you chose to put in your

1 discovery letter. What we want is for you to go back
2 and provide that kind of detail with respect to all of
3 the claims that have been asserted. We have given you
4 the infringement contention. Now the onus is on Vizio
5 to say why it thinks it doesn't infringe. Your letter
6 gave one example that was very, very specific in terms
7 of the operation of Vizio's products. Yes, we would
8 like to see that information in the non infringement
9 chart with respect to the 182 patent, but we would
10 like to see the same kind of information with the same
11 level of detail in Vizio's responses with respect to
12 the other asserted claims.

13 MR. McCRUM: Well, I will tell you what. We
14 will go back, and I will see if there's anything else
15 that we can add to our claim charts along those lines.
16 I'm not making any promises, but I will let you know
17 if we will be able to do that.

18 MR. PEASE: When are you going to let us know
19 that?

20 MR. McCRUM: I will let you know in standard
21 operating procedure within a week from today.

22 MR. KENNEDY: Why don't we move on to the next
23 issue that was raised in the Rule 37 letter, and that
24 is it appears to Sony that Vizio is withholding
25 critical documents regarding infringement. And the

1 example provided in the letter is Vizio's statement
2 about the histogram distribution once again. Sony has
3 gone through Vizio's production and has been unable to
4 locate any documents that describe that histogram
5 distribution that Vizio has referred to, and Sony has
6 requested Vizio to provide the document control
7 numbers that refer to that statement and has not been
8 able to do so.

9 MR. McCRUM: This is Ryan McCrum. Todd, we
10 have told you, I don't know how many times now, we are
11 not withholding documents on this issue. We have
12 provided you with all documents that we have been able
13 to locate. We will continue to search for responsive
14 documents. To the extent we find any, we will produce
15 them as soon as we can. But I don't know how many
16 times I'm going to have to say this, but we are not
17 withholding documents on that issue.

18 MR. KENNEDY: Then where is the document about
19 histogram distribution?

20 MR. McCRUM: We never indicated that there was
21 a document on that.

22 MR. KENNEDY: Where did Vizio get that
23 information if not from a document?

24 MR. McCRUM: Well, there's different ways to
25 get information. I think you guys are smart enough to

1 know that. It doesn't have to come from a document.
2 All I will tell you is that after Sony made
3 allegations of infringement against Vizio, Vizio
4 analyzed its products and obtained information
5 regarding the operation of its products, and we
6 provided that information to you in the context of --
7 the initial settlement discussions.

8 And then we also when the issue of Rule
9 11 came up, we provided that information to you again
10 when we had concerns about Sony's infringement
11 allegations. And the purpose, which I have already
12 mentioned, of doing that was to express our concern
13 that despite advising Sony about why Vizio's products
14 do not infringe, Sony went ahead and filed this
15 lawsuit anyway without any apparent effort to confirm
16 whether or not what Vizio told them was true or not.

17 So again, as I have stated, we are not
18 withholding documents that shed light on this issue.

19 MR. PEASE: Ryan, a couple follow-up questions
20 there. You say you got the information through
21 sources as part of the settlement discussions and then
22 provided it again as part of your alleged concerns
23 about Sony's basis for bringing the suit. But we
24 haven't seen the underlying documentation. And we
25 haven't seen any supplement, for example, of Vizio's

1 initial disclosures to identify the persons who are
2 providing this information.

3 And three, we have a real concern that
4 despite Vizio's promise to produce documents in its
5 possession, custody and control, we have a concern
6 that Vizio has not asked AmTran, for example, for
7 relevant documents or asked the chip suppliers for
8 relevant documents.

9 So I want to put it to you plainly now,
10 has Vizio asked AmTran Technology to produce documents
11 relating to the products that Vizio sells and that are
12 accused of infringement in this action?

13 MR. McCRUM: Well, let me ask you a question on
14 that. I mean, is it your position that Vizio is
15 obligated to produce documents from AmTran, which is a
16 third party, a Taiwanese company not named in this
17 litigation?

18 MR. PEASE: Absolutely. AmTran has
19 participated in the settlement discussions. AmTran,
20 we understand, is indemnifying Vizio. We suspect that
21 AmTran is paying, for example, your fees. We don't
22 know that, but we suspect it. AmTran is actively
23 involved in this litigation. AmTran went out and
24 bought patents to assert against Sony in response to
25 Sony's assertion of patents against Vizio. AmTran

1 makes the products that are accused of infringement.
2 Vizio's engineers talk to AmTran to get information
3 from AmTran in the ordinary course of business. So
4 yes, in a nutshell, to the extent Vizio -- or to the
5 extent our requests call for technical information
6 concerning the accused Vizio products and those Vizio
7 products are manufactured by AmTran, yeah, we do think
8 Vizio does have a duty to go to AmTran and get that
9 documentation.

10 MR. McCRUM: This is Ryan. I am not going to
11 sit here and argue with you about this. But do you
12 have case law supporting this in the Central District
13 of California or 9th circuit?

14 MR. PEASE: I'm sure we have case law. I don't
15 have it at hand.

16 MR. McCRUM: Before we go down the road of
17 agreeing to do something with regard to a third party
18 not named in this litigation, a foreign company
19 nonetheless, I want to be certain that this is
20 something -- before we go to the burden and expense of
21 doing this, I want to feel comfortable that this is
22 something that Vizio does in fact have to do. And if
23 you have got some case law on point, I would certainly
24 be interested in looking at that.

25 The other thing I want to note is the

1 discovery requests are directed to Vizio and seek
2 Vizio's documents. AmTran is defined in those as a
3 separate entity from Vizio. So the requests that
4 you've served do not even cover the documents that you
5 are seeking.

6 But with that said, I am willing to
7 discuss this with you to reach some type of reasonable
8 compromise, assuming the case law we're satisfied
9 supports Vizio having to take steps. And we are
10 willing to discuss with you seeking some categories of
11 documents from AmTran, the ones that we think and that
12 I would assume you think are most relevant. And that
13 is any technical type documents in AmTran's -- that
14 AmTran has.

15 And for example, again, this is all based
16 on the assumption that we ultimately agree or find
17 that this is something that Vizio arguably -- at least
18 arguably has an obligation to do. Okay? I'm not
19 agreeing to doing any of this. I'm just putting this
20 on the table in the event that we get that far.

21 The types of documents that we would
22 consider seeking from AmTran are technical documents
23 including any user manuals, service manuals or
24 engineering specifications that Vizio does not have.
25 And you know from our charts that we provided in

1 response to interrogatories that there are a few gaps
2 with regard to user's manuals and service manuals.
3 There may be gaps with regard to engineering
4 specifications. It's possible that AmTran has
5 documents that could fill in those types of gaps.

6 And in addition, we could discuss asking
7 AmTran for any additional technical documents they
8 have relating to the areas of technology here, for
9 example, gamma correction, the on-screen displays,
10 incryption, closed captioning, et cetera. But we do
11 not think that we -- well, right now we don't think
12 we're obligated to get any of this stuff. But if we
13 do, we certainly are not going to AmTran and asking
14 them for the full scope of documents that are
15 requested by Sony's very broad document request. You
16 know, things like their financial information and
17 their marketing materials and other non-technical
18 documents, if those are the things that you're going
19 to be pushing us on, then I don't think we have much
20 of a hope of resolving this.

21 MR. KLIVANS: Ryan, this is Peter. You didn't
22 mention source code. Would source code fall into the
23 category of documents you were just describing?

24 MR. McCURUM: Well, I think that source code
25 would be considered -- would fall into that category

1 of technical documents, to the extent that AmTran has
2 source code. I have my serious doubts about that.
3 But I mean, is this something you're willing to do?
4 As the first step, I want to feel comfortable that
5 this is something that you can properly request Vizio
6 to do and assuming that's the case, then that would be
7 the route that we would propose on this.

8 MR. KLIVANS: Ryan, this is Peter again. If we
9 were able to provide you such case law later today,
10 can you give us an answer by tomorrow whether you
11 would be going to AmTran?

12 MR. McCRUM: I could try. But, you know --

13 MR. KLIVANS: Because this is something that we
14 have talked about quite a bit over many weeks. It
15 sounds like you're being a bit flexible, and there
16 might be room for agreement, but we don't want to
17 delay any longer because time is running short.

18 MR. McCRUM: Well, I understand that. I can't
19 promise you, Peter, but I will make every effort to
20 get some type of answer for you tomorrow. That is
21 pretty quick given that it's -- what time it is my
22 time right now, but it's getting late in the day
23 already today, but we will certainly try.

24 MR. KLIVANS: Tom, did you want to add
25 anything?

1 MR. PEASE: No. I think the position is clear.
2 Just in terms of -- you asked about the scope. We'll
3 have to think about this off line, but I don't think
4 we're seeking every document in AmTran's possession
5 like financial documents and the like. I think, like
6 you said, we are interested in technical documentation
7 but not limited to user manuals and service manuals
8 but also the documentation including source code, the
9 firmware, drivers, archaeal code, to the extent that's
10 relevant, relating to this issues presented by the
11 Sony patent suit.

12 MR. McCRUM: Okay. Let us -- we're not putting
13 any limitation on the technical documents at this
14 point to user manuals or service manuals. We're
15 willing to discuss the possibility of going and
16 getting the technical documents relating to the
17 technology at issue in this case.

18 MR. KENNEDY: This is Todd. Not that we're
19 backtracking too much, but I feel like I didn't get a
20 straight answer about where Vizio's statement
21 regarding the histogram distribution came from.

22 MR. McCRUM: Well, I am not sure that I need to
23 give you an answer to that question. The issues that
24 are on the table today relate to Vizio's document
25 production and your claims that we have not produced

1 documents that you think we have. And what I am
2 telling you is that we have produced everything we
3 have on that issue. Vizio's pre-filing investigation,
4 pre-complaint work I don't think is a proper subject
5 of this call.

6 MR. KENNEDY: So right now you're refusing to
7 disclose to Sony where Vizio's statement regarding
8 histogram distribution is supported and documents or
9 where Vizio obtained that information?

10 MR. McCRUM: I don't think that's a proper
11 subject of our meet and confer today.

12 MR. KENNEDY: Why don't we move on to the next
13 topic in the letter which is Sony's concern that Vizio
14 is withholding communications that it has had with
15 third parties regarding infringement. There is one
16 example that is pointed out in the letter, and that is
17 that in Vizio's April 22, 2009 response to Sony's
18 Interrogatory Number 16, Vizio stated that it had
19 instructed its original equipment manufacturers to not
20 incorporate transparency features with respect to
21 on-screen displays. Vizio has not produced any such
22 correspondence in this litigation as far as Sony can
23 tell.

24 Is that correct.

25 MR. McCRUM: This is Ryan McCrum. You know,

1 I'm not sure -- I can't say we have or have not. But
2 our understanding right now, Todd, is that those
3 instructions or that correspondence relating to those
4 instructions was provided orally. Nevertheless, given
5 your letter, we will go back and we will continue to
6 search records and files and certainly to the extent
7 that we -- there is any correspondence that we find in
8 our searches on this topic, we will produce it.

9 It's going to get us into another issue
10 because we have got this whole issue about e-mail
11 correspondence and the protocol for producing that.
12 And what I can tell you is that our understanding of
13 that agreement, and I think you folks have at least a
14 similar if not the same understanding is that the
15 parties are not going to do any burdensome searches of
16 e-mail databases. But to the extent that the e-mails
17 are located through searches of other files, then the
18 parties are not going to be withholding those.

19 So in accordance with that agreement, we
20 have not been conducting extensive searches of e-mail
21 databases, and we have not uncovered any
22 communications on this topic through our other
23 searches.

24 MR. KLIVANS: Ryan, this is Peter. That's not
25 entirely inaccurate what you just said, but I think

1 you're leaving out something important though, which I
2 mentioned in my letter a few days ago in that if the
3 e-mails are already in the possession of counsel, of
4 yourselves, that doesn't entail a burdensome
5 electronic searches by anyone. Those need to be
6 produced. If you have e-mails, say, between you and
7 AmTran, which you described in this very call is a
8 third party, those need to be not logged but actually
9 produced to us even if they're post-complaint since
10 it's Vizio who wants third party communications
11 post-complaint.

12 MR. McCRUM: This is Ryan again. We're getting
13 onto another topic here, and I mean, as I think Tom
14 has already pointed out, and you should know, AmTran
15 is a client of Jones Day. And therefore,
16 communications between Jones Day and AmTran are
17 privileged documents.

18 MR. KLIVANS: Is AmTran indemnifying Vizio in
19 this matter?

20 MR. McCRUM: I'm not going to comment on that
21 right now. I'm not sure I am even in the position to.
22 But further to my point, Vizio is of the position that
23 given its joint representation of Vizio and AmTran and
24 the common interests that applies to both in this
25 litigation, that any post-complaint communications

1 between Jones Day and AmTran are not only privileged
2 clearly, but should be treated in the same way that
3 communications between, for example, your Quinn
4 Emanuel and Sony should be treated and need not be
5 logged.

6 MR. KLIVANS: Is AmTran a client with respect
7 to these patents in this matter?

8 MR. McCRUM: Yes. It's my understanding that
9 is true, and I don't want to go out and say anything
10 for sure about our technical representation of these
11 parties on a transcribed record without looking into
12 all the details of that myself. But I believe that to
13 be the case, Peter. But I would have to do further
14 investigation to know exactly the full scope of our
15 representation of AmTran.

16 MR. KLIVANS: Given what you said, maybe we can
17 put aside the post-complaint issue. In the log that
18 you mentioned in the letter of, I think it was the
19 17th that you were preparing, would that include
20 pre-complaint communications?

21 MR. McCRUM: Well, this is Ryan again. You
22 know we -- I think we need to talk about that. I
23 wanted to ask you if that's what you folks are
24 planning. I mean, we're open to doing this however
25 the parties agree. But I want to make sure we're all

1 doing the same thing. I mean, Sony and Quinn Emanuel,
2 you are going to be logging all of Quin Emanuel's
3 pre-complaint communications including e-mails that
4 are already in your possession between Sony and Quinn
5 Emanuel and any other pre-complaint communications?
6 Because that seems to be what you're suggesting need
7 to happen. And if that's what you are suggesting and
8 we agree, then we would do that. But I don't know
9 that the parties have reached an agreement. Is that
10 the agreement?

11 MR. KLIVANS: I think we can agree that the
12 parties would do the same thing, and since this wasn't
13 a topic today, maybe we should put it off. But that
14 being said, we have and we have produced an enormous
15 log to you. Do you have any time frame -- putting
16 aside the specific issue, just the log in general, do
17 you have any time frame maybe you can give us that we
18 might expect a log from you guys?

19 MR. McCRUM: I don't know, Peter, exactly when.
20 I can tell you that we have done a good amount of work
21 on it. We are making progress on it. I have to talk
22 to our people about when it will be complete. I don't
23 know that it was an issue on your agenda for your meet
24 and confer. I don't have it in my notes as an issue.

25 MR. KLIVANS: It wasn't specifically, except

1 for the fact that you raised it in your letter of the
2 17th. It didn't sort of relate to the other topic.
3 But maybe you could check and get back to us in a week
4 on when you might expect that?

5 MR. McCRUM: Yeah. I will check into it and
6 get back to you guys.

7 MR. KLIVANS: And certainly Sony is doing a
8 rolling log asking to produce documents that we
9 supplement, and we wouldn't expect Vizio to do
10 anything differently. We would note our experience
11 with Judge Olguin is that he thinks parties should do
12 rolling logs that are done as documents are produced.
13 Obviously, he hasn't ruled on anything in this
14 specific matter, but that's not controlling it in this
15 matter. But that's our experience with him.

16 MR. McCRUM: Okay. Why don't you let us know
17 what your position is and what your proposal is on
18 pre-complaint communications between outside counsel
19 and our respective clients, in other words, Quinn
20 Emanuel and Sony and Jones Day and Vizio and AmTran.
21 Because that's going to have an impact on our log and
22 how we're going to proceed.

23 MR. KLIVANS: We will let you know especially
24 because since you described AmTran as a client that
25 helpful information that we reach agreement on this.

1 MR. McCRUM: Okay. I know we got way off on
2 tangents there, Todd, so I don't know where you were.

3 MR. KENNEDY: I think you answered by saying
4 that all the communications with the original
5 equipment manufacturers were oral. Is that correct?
6 Every single communication that Vizio has had with its
7 original equipment manufacturers instructing them to
8 not include transparency features was an oral
9 communication?

10 MR. McCRUM: That is our standing. Steve, when
11 we inquired about that, that's the answer we got, or
12 do we have more information on that?

13 MR. CORR: This is Steve Corr. Yeah, Ryan, I
14 would say -- and Todd, to answer your question
15 directly, we are aware of oral communications, but we
16 are continuing to search to be sure that that is the
17 complete extent of the communication. So to the
18 extent we're -- we have -- we have received
19 information about this, it has been characterized as
20 oral communications. But I'm not willing to say that
21 with complete certainty there are no written
22 communications. I just -- we have been unable to
23 locate any communications of that nature.

24 MR. McCRUM: This is Ryan. And I want to
25 further add to that that this request is asking us to

1 do something that could arguably be beyond the scope
2 of what our obligations are under the agreement for
3 e-mails. I mean, we certainly have not located these
4 communications in our search of non e-mail database
5 files. And I am not going to commit here on the phone
6 today that we are going to go out and start searching
7 for -- searching e-mail databases for this document.
8 I mean, I think that would totally undermine the
9 agreement that the parties are trying to reach. If we
10 agree we don't have to do that and then the parties
11 can come in and say, well, we want these specific
12 e-mail communications, go search for it, then that
13 would basically eviscerate that agreement. So I want
14 to make sure that we're clear on what our obligations
15 are here.

16 MR. KENNEDY: This is Todd. I know I am going
17 back to Interrogatory Number 3 yet again, but I feel
18 like we're not making any progress on this
19 interrogatory. Sitting here right now Sony has no
20 idea whether Vizio has analyzed a document that
21 supports this assertion about the histogram
22 distribution. Is there a document that supports
23 Vizio's assertion that Vizio has reviewed?

24 MR. McCRUM: If we had a document, Todd, in our
25 possession, custody or control, we would have produced

1 it. I don't know what else to say about this.

2 MR. KENNEDY: Have you produced such a
3 document?

4 MR. McCRUM: No, we have not produced it
5 because we don't have it, and I'm not sure one even
6 exists.

7 MR. KENNEDY: I don't understand how Vizio
8 could have made this representation about non
9 infringement, this specific factual representation,
10 unless it had such a document in its possession,
11 custody or control.

12 MR. McCRUM: Well, I don't even know how to
13 respond to that other than I'm sorry that you don't
14 understand that. That's the way it is.

15 MR. KENNEDY: I don't understand why you can't
16 just tell us where you got that information.

17 MR. McCRUM: Because it's not something that
18 was -- is the proper subject of this meet and confer,
19 nor do I necessarily believe that you've sent us part
20 of a discovery request that is tabled for today and
21 that we are obligated to provide.

22 MR. KENNEDY: Ryan, I absolutely disagree that
23 that's not a proper subject of the meet and confer
24 today. The meet and confer topic is about the
25 histogram distribution document in particular. It's

1 obvious that Vizio has either reviewed a document
2 itself or has instructed a third party to review a
3 document, and yet you're refusing to disclose where
4 that information came from, and you're trying to use
5 Local Rule 37 in such a way as to avoid the topic.

6 MR. McCRUM: This is Ryan. I am not avoiding
7 the topic, Todd. The discussion and meet and confer
8 is about alleged deficiencies in Vizio's document
9 production. You have raised a number of concerns
10 about documents that you think are in our possession,
11 custody and/or control, and that's what we are talking
12 about today. And I have told you we don't have those
13 documents. We produced everything that we had in our
14 possession, custody and control on that issue. We are
15 not going to be talking about Vizio's pre-complaint
16 work and investigations. It's not the proper subject
17 of this call, and I'm not going to talk about it
18 anymore.

19 MR. KENNEDY: Let's go on to a different issue
20 then. Vizio has produced some engineering
21 specification documents, and in the letter, one of
22 those documents is identified as production Number
23 V43780 through 818. But it appears that Vizio has not
24 produced such documents for each of these accused
25 televisions. Is that because Vizio does not have

1 documents for each of these accused televisions?

2 MR. McCRUM: You know, I don't know that we
3 don't have them for -- I suspect we don't have them
4 for each of these televisions. But I believe we are
5 making a production today that includes product
6 specifications.

7 Steve, you might be able to still
8 elaborate on that. Is that right?

9 MR. CORR: Yeah. This is Steve Corr. I
10 believe -- I don't know if the production is going out
11 today. It may go out tomorrow. And it does include
12 additional technical documentation. But this point in
13 this meet and confer today presumes that all those
14 documents either exist or that Vizio has all those
15 documents.

16 And so to the extent those types of
17 documents are within the possession, custody or
18 control of Vizio, they have either been produced or
19 they're going to be produced. But the idea that it's
20 somehow deficient to not produce something that they
21 don't have does not make a lot of sense to me.

22 MR. KENNEDY: I just wanted to confirm that
23 Vizio doesn't have such documents and that Vizio was
24 in fact making every effort to uncover documents in
25 its possession, custody or control. Not to beat a

1 dead horse, but let's go on the next issue which is
2 similar and that involves the structure and operation
3 of the scalars, s-c-a-l-a-r-s, and microprocessors of
4 Vizio's televisions. It appears that Vizio has not
5 produced documents regarding each of those scalars or
6 microprocessors.

7 MR. MCCRUM: This is Ryan McCrum. You know,
8 this is basically the same issue here, Todd. We're
9 producing everything we have, and the fact of the
10 matter is Vizio just does not have much of anything
11 regarding the function, structure and operation of
12 these scalars and microprocessors. I know in your
13 letter you find that extremely hard to believe, but
14 it's true. That information, as we have told you in
15 the past, is much more likely to be in the hands of
16 our chip suppliers, most notably, Media Tek, and this
17 is where we would suggest that you get this
18 information from.

19 MR. KENNEDY: Let's go on to the last issue in
20 the letter, which is Vizio's failure to produce any
21 source code. In our last meet and confer you said
22 Vizio does not have any source code. And as we
23 pointed out in the Local Rule 37 letter, Vizio's
24 document production indicated otherwise. There is a
25 document showing that firmware was received by Vizio

1 from a third party and yet we haven't seen any of that
2 firmware.

3 MR. McCRUM: This is Ryan McCrum. We stand by
4 our representation in prior meet and confers that
5 Vizio does not have source code. Given the demands
6 that you have made recently, we are, as we always do
7 after we get these demands, go back and double, triple
8 check that is the case. I fully expect that we are
9 going to confirm, as we already have and determined
10 that Vizio does not have source code.

11 Now, with regard to your claim that Vizio
12 produced, quote, a number of documents confirming that
13 it does possess source code, the document that you
14 identified, Todd, and even mentioned source code or
15 relate to source code, it requests -- and it doesn't
16 indicate it was ever received. It requests firmware,
17 and firmware is something completely different than
18 source code.

19 MR. KENNEDY: Ryan, this is Todd. Actually,
20 the definition of source code in the interrogatory
21 request that we are talking about specifically
22 includes firmware. So when I say "source code" I am
23 referring also to firmware.

24 MS. BELVILLE: Ryan, I believe I can send you a
25 document that confirms that it was received by

1 Mr. Lowe.

2 MR. CORR: This is Steve Corr. Ryan, can I
3 jump in here?

4 MR. McCRUM: Sure.

5 MR. CORR: To the extent that -- was that
6 Heather who was just on?

7 MS. BELVILLE: Correct.

8 MR. CORR: So to the extent if we do have these
9 materials, and I'm not aware that we do, if you would
10 send me the materials that you have that give you that
11 impression, that would help me in my efforts to do
12 what Ryan just talked about, the triple and quadruple
13 check on this issue.

14 MR. McCRUM: This is Ryan. You represent in
15 your letter, Todd, that there are a number of
16 documents confirming this, and you have only
17 identified one, so can you send me a list of the other
18 documents that you're talking about for the reason
19 Steve just suggested?

20 MR. KENNEDY: Absolutely.

21 MR. McCRUM: And that will help us to figure
22 out if we have any of this stuff where it would be.
23 Because we don't believe that we do have any of this.

24 Now, on the issue of -- I understand that
25 your definition of source code included firmware, but,

1 you know, your letters refer only to source code, and
2 the fact is they are different things. I mean,
3 firmware is specifically an executable file in binary
4 form and just consists of a bunch of ones and zeros.
5 It really has no value.

6 Now, if you want that stuff and we have
7 it, which is doubtful, you know, we can go ahead and
8 see if we can get that produced. But it's really not
9 relevant to any issue in this case. It's just useless
10 information.

11 The e-mail that you're pointing to is
12 from five years ago from an individual who no longer
13 even works at Vizio and it's requesting firmware. And
14 I disagree strongly with your representation that such
15 an e-mail confirms that Vizio currently has source
16 code. So we'll go back. We will see if there's
17 source code or firmware. Like I said, I don't expect
18 that we are going to find -- particularly on the
19 source code front we're going to find anything. And
20 we'll go back and look to see whether there's any
21 firmware. But I want to make sure you actually want
22 that before we go ahead and produce it.

23 MR. KENNEDY: Sony does want firmware. And
24 just to be clear, one of the reasons is that my
25 understanding is that often this firmware is included

1 on a USB stick that has been uploaded to the
2 television. And it's unclear what other files might
3 be on such a USB stick. And in addition, the firmware
4 is relevant because presumably there would be a date
5 associated with that firmware update. And obviously,
6 the time at which Vizio is updating the functionality
7 of its televisions is relevant to damages and
8 infringement.

9 MR. McCRUM: Okay. We'll go back to look and
10 see on both of these, but I wouldn't get your hopes up
11 on what we're going to find. But we'll certainly go
12 back and double and triple check on that. But like I
13 said, it will be very helpful if we get the other
14 documents you're referring to in your letter.

15 MR. KENNEDY: We can certainly send those to
16 you this week.

17 MR. McCRUM: Okay. Great.

18 MR. KENNEDY: Does anybody else have anything
19 from the Sony side? I know that Vizio would like to
20 talk about limiting the number of asserted claims.

21 MR. MILLER: I think that we're all done with
22 what we have to say, given the silence on the line.

23 MR. KENNEDY: Why don't we talk about asserting
24 claims. Ryan, if you would like to start that out.

25 MR. McCRUM: Sure. This is Ryan again. I

1 don't have a whole lot else to say. We put our
2 proposal on the table that Vizio would like Sony to
3 limit the number of asserted claims to three or less
4 per patent by September 1. And given the schedule
5 that is in place in this litigation, this is something
6 that we feel needs to be addressed very soon. There's
7 not a whole lot of time left for discovery. To the
8 extent that we can reach an agreement on experts, we
9 want to make sure that our experts are focusing on the
10 claims that are actually going to be at issue at
11 trial. And so we need to resolve this. And I think I
12 had them decide in my letter of correspondence and our
13 meet and confer last week that we would like to
14 resolve this issue this week and get an answer from
15 Sony as to whether it would be willing to limit its
16 claims to three per patent by September 1.

17 MR. KENNEDY: This is Todd. Sony is certainly
18 willing to discuss limiting the number of asserted
19 claims. But just an initial matter, is Vizio willing
20 to work with Sony in an effort to identify
21 representative accused products?

22 MR. McCRUM: Well, this is the first time I
23 have heard of that. I can't say we're not unwilling
24 to think about that, but what's your proposal?

25 MR. KENNEDY: I mean, sitting here right now I

1 don't think we have a specific proposal, especially
2 because we haven't had an opportunity to inspect any
3 of Vizio's products. The way that this typically
4 works, and correct me if I am wrong, is that the
5 parties would develop an understanding of how the
6 products as a whole work and would then be in a
7 position to determine which of those products could
8 serve as a representative product. I mean, at this
9 time we haven't been able to inspect Vizio's
10 televisions, so it may be difficult right now to
11 identify representative products. But it is certainly
12 something that we're interested in.

13 MR. McCRUM: Well, we're happy to talk about
14 that, Todd, at another time. And if you have got a
15 reasonable proposal on the table, then we would be
16 willing to consider it. But I don't think that that
17 needs to be considered in conjunction with limiting
18 the number of claims. Judge Klausner has done this in
19 the past at earlier stages in litigation and limited
20 it to a fewer number of claim terms and recognizes the
21 benefit of doing this. So, you know, we really can't
22 afford to go much longer without knowing what claims
23 are ultimately going to be at issue. So we're willing
24 to talk about representative products. And if you
25 want to propose a time to do that and make a specific

1 proposal, we're happy to consider it. But for now, we
2 need to focus on the issue that we had raised and that
3 we need to get an answer on.

4 MR. KENNEDY: I think what I am saying is that
5 in order for Sony to agree to limit its claims, it
6 would need to first get a better idea of how Vizio's
7 televisions -- each of Vizio's specific television
8 models work. And then at that point Sony would not
9 only be able to limit the number of its asserted
10 claims, but it would also be able to work with Vizio
11 to identify representative products. I certainly
12 can't tell you right now that Sony is willing to by
13 September 1st pick claims at X, Y and Z.

14 MR. McCRUM: Well, that's the question that we
15 put on the table and that we wanted to know this week,
16 so, you know, all I can say on that is we need to
17 resolve this. And if we can't get an answer on it
18 this week, then we're going to have to seek relief
19 from the court.

20 MR. KENNEDY: What kind of answer do you want
21 this week? Do you want us to actually identify the
22 claims that are going to be asserted and then also
23 reach an agreement about representative product?
24 What -- how much progress do you expect us to be able
25 to make by the end of the week?

1 MR. McCRUM: Well, I mean, you have had some
2 time to think about it, and our proposal isn't by the
3 end of this week for you to identify your three
4 claims. It's to tell us whether you will agree to
5 limit the number of asserted claims to three per
6 patent by September 1. So you would have more time
7 than the end of the week to figure that out, and --

8 MR. KENNEDY: I don't understand why three is
9 the magic number here. What if we wanted to drop one
10 patent from the lawsuit and assert six claims from
11 another patent? I don't think we can tell you right
12 now that we're willing to limit it to three claims per
13 ten patents.

14 MR. McCRUM: Okay. Well, you know, we were
15 hopeful that if you had an alternative proposal, we
16 would hear from it. If you wanted to limit it to 30
17 claims, three per patent or a total of 20 by a certain
18 date regardless of where they came from, you know, we
19 would consider that. But you haven't put any other
20 proposal on the table.

21 MR. KENNEDY: I think what probably makes sense
22 here is for us to both talk to our respective clients
23 and determine how far we're willing to go in terms of
24 limiting not only the asserted claims but also coming
25 up with a list of representative products, and then we

1 can just talk off line next week about it, Wednesday,
2 or something like that, and see what we can put
3 together. I don't think we're going to be able to
4 give you an answer right here on the phone and
5 certainly not by tomorrow.

6 But Sony is definitely open to the idea
7 of limiting the number of asserted claims, and it
8 sounds like Vizio is open to the idea of limiting or
9 coming up with a list of representative products.

10 MR. McCRUM: All right. Well, I don't know
11 what your proposal is on representative products, but
12 we would like to have an answer -- we would like to
13 have this resolved -- we would like to have it
14 resolved this week. That was our initial proposal.
15 But if you would like to talk about it next week and
16 maybe make a proposal to us on your representative
17 products by Monday, then we can talk about this and
18 see if we can reach an agreement by Tuesday or
19 Wednesday.

20 And if we can't -- you know, I'm not
21 trying to make undue threats here. I'm just telling
22 you this is a very serious and urgent matter that we
23 want to address now as it needs to be addressed now.
24 And if we can't resolve it, given the way the time it
25 takes to get these issues before the court and address

1 them, we can't afford to wait. We have got a very,
2 very fast schedule in this litigation and so we've got
3 to act quickly on these types of things. So if we
4 can't reach something by next Wednesday -- that's the
5 drop-dead deadline on this as far as Vizio is
6 concerned -- we need to raise the issue with Judge
7 Klausner.

8 MR. KENNEDY: Well, I think that Sony will be
9 in a position to sometime early next week send Vizio
10 some sort of proposal regarding limitations of claims
11 and also an identification of representative products.
12 I don't know how specific we can be at this point
13 given that we haven't had an opportunity to inspect
14 Vizio's televisions, but we can certainly be as
15 specific as we can.

16 MR. McCRUM: Well, I mean, not to go off on a
17 tangent here, but you have got Vizio's televisions
18 that are on the market currently available and have
19 been available since you have filed this suit.
20 There's no reason why -- and in fact, Sony should have
21 been looking at those products. And I think the case
22 law in this issue indicates that that is in fact the
23 case and that you don't have to have -- get this far
24 along in the litigation before it's proper to make
25 these types of calls. If you're suggesting that we

1 need to wait until your inspection of our products is
2 complete, then we might as well end the discussions
3 right now.

4 MR. KENNEDY: That's not what I am representing
5 right now. I don't know what conclusion we're going
6 to reach after we talk with our client about this.
7 But Sony agreed that it's in both parties' interest to
8 come up with some kind of an agreement, but that
9 agreement would have to include an identification of
10 certain representative products. And the fact that we
11 have not been able to inspect all of the 160-plus
12 accused products makes it very difficult for us to be
13 able to have an idea about which of those products is
14 going to serve as a good representative product. So
15 we'll do the best that we can, and we'll get back to
16 you early next week, say Monday or Tuesday.

17 MR. McCRUM: Okay. And we'll plan on meeting
18 on Wednesday?

19 MR. KENNEDY: That sounds good.

20 MR. McCRUM: Okay.

21 MR. KENNEDY: I think. Is that good for
22 everyone?

23 MR. PEASE: I think that works. I have to
24 check a couple things, but that should work for me.

25 MR. McCRUM: Tom, are you going to be at the

1 ENE next week?

2 MR. PEASE: I don't know yet. It's still up in
3 the air. How about you?

4 MR. McCRUM: I'm not going to be there, but
5 that's next Wednesday.

6 MR. MILLER: Guys, I hate to interrupt the
7 conversation when we're finally being cordial, but if
8 that's the case, I think we might as well go ahead and
9 close the record right now because we have some
10 off-the-record items to discuss too.

11 ///

12 ///

1 I, the undersigned, a Certified Shorthand
2 Reporter of the State of California, do hereby
3 certify:

4 That the foregoing proceedings were taken
5 before me at the time and place herein set forth; that
6 any witnesses in the foregoing proceedings, prior to
7 testifying, were duly sworn; that a record of the
8 proceedings was made by me using machine shorthand
9 which was thereafter transcribed under my direction;
10 that the foregoing transcript is a true record of the
11 testimony given.

12 Further, that if the foregoing pertains to the
13 original transcript of a deposition in a Federal Case,
14 before completion of the proceedings, review of the
15 transcript { } was { } was not requested.

16 I further certify I am neither financially
17 interested in the action nor a relative or employee of
18 any attorney or party to this action.

19 IN WITNESS WHEREOF, I have this date
20 subscribed my name.

21
22 Dated: _____

23
24 _____
25 JILL GLANTZ
CSR No. 11341

EXHIBIT B

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	SA CV 08-01135-RGK (FMOx)	Date	April 6, 2009
Title	SONY CORPORATION v. VIZIO, INC.		

Present: The Honorable	R. GARY KLAUSNER, UNITED STATES DISTRICT JUDGE		
Sharon L. Williams	Lynne Nicholson	N/A	
Deputy Clerk	Court Reporter / Recorder	Tape No.	
Attorneys Present for Plaintiffs:		Attorneys Present for Defendants:	
Edward De Franco		Kevin McBride James Wamsley, III	

Proceedings: SCHEDULING CONFERENCE

Case called. Court and counsel confer. The Scheduling Conference is held. The Court sets the following dates:

Jury Trial (Est. 10-20 days):	January 26, 2010 at 9:00 a.m.
Pretrial Conference:	January 10, 2010 at 9:00 a.m.
Motion Cut-Off (last day to file):	November 10, 2009
Discovery Cut-Off:	November 1, 2009

IT IS SO ORDERED.

_____ : 12

Initials of Preparer slw

EXHIBIT C

1 QUINN EMANUEL URQUHART OLIVER
& HEDGES, LLP

2 Kevin P.B. Johnson (Bar No. 177129)

3 kevinjohnson@quinnemanuel.com

555 Twin Dolphin Drive, Suite 560

Redwood Shores, California 94065-2139

4 Telephone: (650) 801-5000

5 Facsimile: (650) 801-5100

Edward J. DeFranco (Bar No. 165596)

6 eddefranco@quinnemanuel.com

51 Madison Avenue, 22nd Floor

7 New York, New York 10010

8 Telephone: (212) 849-7000

Facsimile: (212) 849-7100

9 Steven M. Anderson (Bar No. 144014)

10 steveanderson@quinnemanuel.com

865 S. Figueroa St. 10th Floor

11 Los Angeles, California 90017

12 Telephone: (213) 443-3000

Facsimile: (213) 443-3100

13 Attorneys for Plaintiff Sony Corporation

14 UNITED STATES DISTRICT COURT

15 CENTRAL DISTRICT OF CALIFORNIA

16 WESTERN DIVISION

17 SONY CORPORATION, A Japanese
18 corporation,

19 Plaintiff,

20 vs.

21 VIZIO, Inc.,

22 Defendant.

CASE NO. SA CV08-01135-RGK
(FMOx)

**SONY'S FIRST SET OF
REQUESTS FOR PRODUCTION
TO VIZIO**

1 **SONY'S FIRST SET OF REQUESTS FOR PRODUCTION**

2 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiff
3 Sony Corporation requests that Defendant Vizio, Inc. produce for inspection and
4 copying within thirty (30) days of service of these requests the Documents and
5 things described herein within Vizio's possession, custody or control, at the offices
6 of Quinn Emanuel Urquhart Oliver & Hedges, LLP, 555 Twin Dolphin Drive,
7 Redwood Shores, California 94025, or at a place and time as may be agreed to by
8 counsel.

9 **DEFINITIONS AND INSTRUCTIONS**

10
11 Each request in Sony's First Set of Requests for Production is subject to and
12 incorporates the following definitions and instructions as used herein:

13 1. "Vizio Product" means any product manufactured, sold, offered for
14 sale, or distributed in, and/or imported into, the United States by Vizio since
15 October 10, 2002 that by itself or in combination with any other product, device, or
16 instrumentality is capable of displaying digital video signals, data or information.
17 The term shall include, but shall not be limited to, the following Vizio products:
18 GV42L, GV42L FHDTV10A, GV42L HDTV, GV42L10A, GV42LF, GV46L
19 FHDTV20A, GV46L HDTV, GV47L FHDTV, GV47L FHDTV20A, GV52L
20 FHDTV10A, HDX 20L, JV50P HDTV10A, L15, L20, L30, L30e, L30WGEe,
21 L30WGU, L32 HDTV, L37, L37HDTV, L42, L42 HDTV, L6, P4, P42, P42 ED,
22 P42 HD, P42 HDTV, P46, P50 HDM, P50 HDTV20A, SV420XVT, SV420XVT
23 1A, SV470XVT, SV470XVT1A, V022L, VA19L HDTV10T, VA22LF HDTV10T,
24 VA26L HDTV10T, VECO320L, VF550XVT, VF550XVT 1A, VM60P, VM60P
25 HDTV, VO22L FHDTV10A, VO22LF, VO32L, VO32L HDTV10A, VO37L,
26 VO37L HDTV10A, VO42L, VO42L FHDTV10A, VO47L FHDTV10A, VOJ320F,
27 VOJ320F1A, VOJ370, VOJ370F, VOJ370F, VP322, VP322 HDTV10A, VP42,

1 VP42 HDTV, VP422, VP422 HDTV10A, VP423 HDTV10A, VP50 10A, VP50
2 20A, VP50 HDTV20A, VP503 HDTV10A, VP504 FHDTV10A, VP505XVT1A,
3 VS370, VS420LF, VS420LF1A, VS42L 10A, VS42L FHDTV10A, VS42LF,
4 VU32L, VU32L HDTV10A, VU37L HDTV10A, VU42L 10A, VU42L
5 FHDTV10A, VU42LF, VW22L HDTV10T, VW26L, VW26L HDTV10F, VW32L
6 10A, VW32L 30A, VW32L HDTV10A, VW32L HDTV30A, VW37L 10A,
7 VW37L 20A, VW37L 30A, VW37L 40A, VW37L HDTV10A, VW37L
8 HDTV30A, VW37L HDTV40A, VW42L, VW42L 10A, VW42L FHDTV10A,
9 VW42L HDTV10A, VW42LF, VW46L FHDTV10A, VW46L20A, VW46LF,
10 VW47L 10A, VW47L FHDTV10A, VW47LF, VX20L, VX20L 20A, VX32L,
11 VX32L 20A, VX32L HDTV , VX32L HDTV20A, VX37L, VX37L 10A, VX37L
12 20A, VX37L HDTV, VX37L HDTV10A, VX37L HDTV20A, VX42L, VX42L
13 10A, VX42L HDTV10A, VX52L 10A, VX52L FHDTV10A, VX52LF, VXW20L,
14 VXW20L 10A, VMM26, and VMM26 F201 LCD. In the event that any of Vizio's
15 products have any versions, each version shall be considered a separate Vizio
16 Product.

17 2. "Related Vizio Products" means any device manufactured, sold,
18 offered for sale, or distributed in, and/or imported into, the United States by Vizio
19 that is capable of being connected to or used with any of the Vizio Products. The
20 term shall include, but shall not be limited to, the following Vizio products: Bravo
21 D1, Bravo D2, Bravo HD1, VR1, VR2, VR3, VUR2, VUR5, VUR6, and VUR8.

22 3. "626 patent" means U.S. Patent No. 5,434,626, entitled "Display
23 Apparatus Displaying Operation Menu."

24 4. "577 patent" means U.S. Patent No. 5,583,577, entitled "Caption Data
25 Coding/Decoding Systems And Methods That Includes Key Data Indicating
26 Intermediate Levels Of Attenuation In The Vicinity Of The Caption."
27
28

1 5. “‘542 patent” means U.S. Patent No. 5,684,542, entitled “Video
2 Subtitle Processing System.”

3 6. “‘847 patent” means U.S. Patent No. 5,731,847, entitled “Subtitle
4 Encoding/Decoding Method and Apparatus.”

5 7. “‘373 patent” means U.S. Patent No. 5,751,373, entitled “Television
6 function selection method, television receiver and remote commander for television
7 receiver.”

8 8. “‘614 patent” means U.S. Patent No. 6,111,614, entitled “Method And
9 Apparatus For Displaying An Electronic Menu Having Components With Differing
10 Levels Of Transparency.”

11 9. “‘055 patent” means U.S. Patent No. RE38,055, entitled “Video Data
12 Bus Communication System and Method.”

13 10. “‘468 patent” means U.S. Patent Re-issue No. 40,468, entitled “Video
14 Data Bus Communication System and Method.”

15 11. “‘182 patent” means U.S. Patent No. 6,778,182, entitled “Display
16 Device.”

17 12. “‘472 patent” means U.S. Patent No. 6,661,472, entitled “Channel
18 selection in digital television.”

19 13. “Patents-in-suit” means the ‘626 patent, the ‘577 patent, the ‘542
20 patent, the ‘847 patent, the ‘373 patent, the ‘614 patent, the ‘055 patent, the ‘468
21 patent, the ‘182 patent, the ‘472 patent, and any other patent that Sony may later
22 assert in this action that Vizio infringes.

23 14. “Affirmative Defense” shall refer to each defense asserted by Vizio
24 relating to Sony’s claims against Vizio, including, without limitation, any defenses
25 enumerated in Vizio’s Answer, filed January 26, 2009, or any amendments or
26 supplements thereto.

27

28

1 15. "Communication" or "Communications" shall mean, without
2 limitation, any transmittal, conveyance or exchange of a word, statement, fact, thing,
3 idea, Document, instruction, information, demand, question or other information by
4 any medium, whether by written, oral or other means, including but not limited to
5 electronic communications and electronic mail.

6 16. "Document" or "Documents" shall have the broadest meaning ascribed
7 to it by Federal Rule of Civil Procedure 34 and Federal Rule of Evidence 1001. The
8 term shall include within its meaning, by way of example and not limitation, any
9 and all accounts, analyses, books, CDs, calendars, commercial paper,
10 communications, correspondence, DVDs, e-mail, films, financial statements, floppy
11 disks, hard disks, inter-office memoranda, invoices, ledgers, letters, licenses, logs,
12 memoranda, microfilms, minutes, notes, notes of conversations, notes of meetings,
13 notes of telephone calls, office communications, photographs, printouts, recordings
14 of conversations (whether written or electronic), reports, schedules, storage tape,
15 task lists, telegrams, telephone bills, videotapes or other video recordings, and any
16 differing versions of the foregoing whether denominated formal, informal or
17 otherwise, as well as copies of the foregoing which differ from the original in any
18 way, including handwritten notations or other written or printed matter. The
19 foregoing specifically includes information stored electronically, whether in a
20 computer database or otherwise, regardless of whether such documents are presently
21 in documentary form or not. A draft or non-identical copy of a Document is a
22 separate Document within the meaning of this term.

23 17. "Identify" when used in reference to:

24 (1) An individual, means to state his or her full name, present or last
25 known residential and business addresses, present or last known position and
26 business affiliation, and if applicable, history of employment of that
27 individual;
28

1 (2) A firm, partnership, corporation, proprietorship, joint venture,
2 association, or other organization or entity, means to state its full name,
3 present or last known address and place of incorporation or formation and to
4 identify each agent that acted for it with respect to the matters relating to the
5 request or answer;

6 (3) A document, means to state the date, title, if any, subject matter,
7 each author, each addressee or recipient if practicable, and otherwise a
8 general description of the persons to whom the writing was distributed, the
9 production number, and the type of document, *i.e.*, publication, letter,
10 memorandum, book, telegram, chart etc., or some other means of identifying
11 the document, and its present location and custodian;

12 (4) A communication, means to state its date and place, the person(s)
13 who participated in it or who were present during any part of it or who have
14 knowledge about it;

15 (5) A date, means to state the date and set forth the basis for your
16 contention that the date is responsive to the request; and

17 (6) A product, service, or intellectual property, means to state all
18 names and numbers related to the product, service, or intellectual property,
19 and the owner, manufacturer, distributor, licensor, or dealer of the product,
20 service, or intellectual property during the relevant time period and currently.
21 For a product, provide all designations for the product, from the most specific
22 to the most general, including any model numbers or designations, version
23 numbers or designations, and internal numbers or designations.

24 18. The terms "Vizio," "you," "defendant," or "your" shall refer to Vizio,
25 Inc., and includes any entities constituting parents, predecessors, subsidiaries,
26 affiliates, divisions, associated organizations, joint ventures, as well as present and
27
28

1 former officers, directors, trustees, employees, staff members, agents, or other
2 representatives, including counsel and patent agents, in any country.

3 19. The term "plaintiff" or "Sony" means Sony Corporation.

4 20. The term "AmTRAN" shall refer to AmTRAN Technology Co., Ltd.,
5 and includes any entities constituting parents, predecessors, subsidiaries, affiliates,
6 divisions, associated organizations, joint ventures, as well as present and former
7 officers, directors, trustees, employees, staff members, agents, or other
8 representatives, including counsel and patent agents, in any country. The term shall
9 include, but shall not be limited to, AmTRAN Logistics, Inc., AseV Display Labs,
10 and AmTRAN Technology Inc.

11 21. The term "person" or "persons" refers to any individual, corporation,
12 proprietorship, association, joint venture, company, partnership or other business or
13 legal entity, including governmental bodies and agencies. The masculine includes
14 the feminine and vice versa; the singular includes the plural and vice versa.

15 22. The terms "any," "all" and "each" shall each mean and include the
16 other.

17 23. The terms "and" and "or" shall be construed either disjunctively or
18 conjunctively as necessary to bring within the scope of the discovery request all
19 responses that might otherwise be construed to be outside of its scope.

20 24. The use of the singular form of any word includes the plural and vice
21 versa.

22 25. "Thing" refers to any physical specimen or tangible item in your
23 possession, custody or control, including research and development samples,
24 prototypes, productions samples and the like.

25 26. "Referring to," "relating to," "concerning" or "regarding" means
26 containing, describing, discussing, embodying, commenting upon, identifying,
27
28

1 incorporating, summarizing, constituting, comprising or are otherwise pertinent to
2 the matter or any aspect thereof.

3 27. The term "this action" means the above-captioned action, Sony Corp. v.
4 Vizio, Inc., case number SA CV08-01135-RGK (FMOx).

5 28. The term "License" means any agreement, contract, or arrangement
6 relating to one or more patents.

7 29. The term "superimposed" means displayed over at least one other image
8 such that both the superimposed image (*e.g.*, a caption, a subtitle, a menu, etc.) and
9 the underlying image(s) are seen, at least in part, at once.

10 30. "Level of transparency" means the extent to which a superimposed image
11 blocks out or leaves visible an underlying image or background.

12 31. The term "Video Processor" means an integrated circuit that can perform
13 analysis, manipulation, storage, or display of graphical images, graphical signals, or
14 graphical data.

15 32. The term "Graphics Processor" means an integrated circuit that can generate
16 and/or display graphical images such as lines and filled areas, or that can cause or
17 facilitate the generation and/or display of graphical images.

18 33. The term "Dynamic Contrast" means automatically adjusting the contrast
19 based on the picture brightness or luminance and/or dynamically enhancing the black
20 and white levels.

21 34. The term "Source Code" means any software, programming code, or
22 microprocessor instructions. The terms includes but is not limited to all Source
23 Code, middleware, millicode, firmware, bytecode, compiled executable files, and
24 makefiles.

25 35. The term "sales representative" or "sales representatives" includes any
26 employee, independent contractor, agent, or distributor who attempts to sell or offers
27 to sell your products or services.

1 36. The term "contractor" means party who has contracted with you to
2 perform work or deliver goods or services that related to the Vizio Products.

3 37. The term "Competitive Products" means any product, device, or
4 instrumentality that by itself or in combination with any other product, device, or
5 instrumentality is capable of displaying digital video signals manufactured by
6 entities other than you.

7 38. The term "user manuals" mean any Documents that explain how to use or
8 operate the Vizio Products.

9 39. The term "training materials" mean any Documents that facilitate the use
10 or operation of the Vizio Products.

11 40. The term "packaging materials" mean any Documents that are provided
12 to the a purchaser of any of the Vizio Products.

13 41. The term "marketing materials" mean any Documents used to market,
14 disseminate knowledge of, or promote any of the Vizio Products. "Marketing
15 material" Documents may include public relations works, press releases, product
16 announcements, brochures, flyers, billboards or outdoor copy, video, audio,
17 magazine or print media copy, emails, banners, displays or similar materials.

18 42. The use of a verb in any tense shall be construed as the use of the verb in
19 all other tenses.

20 43. Sony requests that Documents be produced in same file or other
21 organizational environment in which they are maintained in the ordinary course of
22 business. For example, a Document that is part of a file, docket or other grouping
23 should be physically produced together with all other Documents from said file,
24 docket or grouping, in the same order or manner of arrangement as the original.
25 Additionally, to the extent produced in hardcopy, each Document should be
26 produced stapled, clipped or otherwise bound or connected in the same manner as
27 the original. File folders with tabs or labels or directories of files identifying
28

1 Documents must be produced intact with such Documents. Documents attached to
2 each other shall not be separated.

3 44. All Documents that respond, in whole or in part, to any portion of any
4 request shall be produced in their entirety, including all attachments and enclosures.

5 45. Each Document is to be produced along with all non-identical drafts
6 thereof in its entirety, without abbreviation or redaction.

7 46. Color copies of Documents are to be produced where color is necessary
8 to interpret or understand the contents.

9 47. The source(s) or derivation of each Document produced shall be
10 specifically identified.

11 48. If no Documents exist that are responsive to a particular request, that fact
12 should be stated in each of Vizio's responses to such requests.

13 49. Separately with respect to each piece of information called for by these
14 requests which is withheld under a claim of privilege or otherwise, provide an
15 explanation of the claim being asserted and a description of the information
16 withheld in accordance with Fed. R. Civ. P. 26(b)(5).

17 50. In the event that any Document called for by these requests or subsequent
18 requests is to be withheld on the basis of a claim of privilege or immunity from
19 discovery, that Document is to be identified by stating (i) the author(s), addressee(s)
20 and any indicated or blind copyee(s); (ii) the Document's date, number of pages and
21 attachments or appendices; (iii) the subject matter(s) of the Document; (iv) the
22 nature of the privilege or immunity asserted; and (v) all additional facts on which
23 you would base your claim of privilege or immunity.

24 51. In the event that any Document called for by these requests or subsequent
25 requests has been destroyed or discarded, that Document is to be identified by
26 stating: (i) the author(s), addressee(s) and any indicated or blind copyee(s); (ii) the
27 Document's date, number of pages and attachments or appendices; (iii) the
28

1 Document's subject matter; (iv) the date of destruction or discard, manner of
2 destruction or discard, and reason for destruction or discard; (v) the persons who
3 were authorized to carry out such destruction or discard; and (vi) whether any copies
4 of the Document presently exist and, if so, the name of the custodian of each copy.

5 52. Electronic records and computerized information must be produced in
6 their native electronic format, together with a description of the system from which
7 they were derived sufficient to permit rendering the records and information
8 intelligible.

9 53. Selection of Documents from the files and other sources and the
10 numbering of such Documents shall be performed in such a manner as to ensure that
11 the source of each Document may be determined, if necessary.

12 54. If your response to a particular request for production is a statement that
13 you lack the ability to comply with that request, you must specify whether the
14 inability to comply is because the particular item or category of information never
15 existed, has been destroyed, has been lost, misplaced, or stolen, or has never been,
16 or is no longer, in your possession, custody, or control, in which case the name and
17 address of any person or entity known or believed by you to have possession,
18 custody, or control of that information or category of information must be identified.

19 55. Unless otherwise indicated in a particular request, the request is not date
20 or time limited.

21 56. The obligation to provide the information sought by these requests is
22 continuing within the requirement of Fed. R. Civ. P. 26(e).

23 **REQUESTS FOR PRODUCTION**

24 **REQUEST FOR PRODUCTION NO. 1:**

25
26 A fully operational exemplar of each of the Vizio Products.
27
28

1 **REQUEST FOR PRODUCTION NO. 2:**

2 All Documents that concern any of the patents-in-suit, including Documents
3 concerning the file histories thereto.

4 **REQUEST FOR PRODUCTION NO. 3:**

5 All Documents concerning any discussion with third parties regarding Sony
6 patents.

7 **REQUEST FOR PRODUCTION NO. 4:**

8 Documents sufficient to determine the model number of each Vizio Product.

9 **REQUEST FOR PRODUCTION NO. 5:**

10 Documents sufficient to determine the model number of each Related Vizio
11 Product.

12 **REQUEST FOR PRODUCTION NO. 6:**

13 Documents sufficient to determine each Graphics Processor and/or Video
14 Processor incorporated in each Vizio Product.

15 **REQUEST FOR PRODUCTION NO. 7:**

16 Documents sufficient to correlate the model number of each Vizio Product
17 with any and all other internal numbers or designations associated with that product.

18 **REQUEST FOR PRODUCTION NO. 8:**

19 Documents sufficient to correlate any technical documentation concerning
20 each Vizio Product with financial documentation (*e.g.*, documents showing unit
21 sales, revenues, *etc.*) associated with that product.

22 **REQUEST FOR PRODUCTION NO. 9:**

23 Documents sufficient to show when, where, and by whom, each of the Vizio
24 Products was manufactured.

25 **REQUEST FOR PRODUCTION NO. 10:**

26 For each sale of a Vizio Product, Documents sufficient to show when, where,
27 and by whom, the Vizio Product was sold.

1 **REQUEST FOR PRODUCTION NO. 11:**

2 Documents sufficient to show the place of manufacture and the place of sale
3 for each unit of each Vizio Product and the dollar amount of sales associated with
4 such unit.

5 **REQUEST FOR PRODUCTION NO. 12:**

6 All Documents concerning any Vizio licensing policies.

7 **REQUEST FOR PRODUCTION NO. 13:**

8 All patent license agreements Vizio has entered into in which Vizio is the
9 licensee.

10 **REQUEST FOR PRODUCTION NO. 14:**

11 All Documents concerning any patent license granted to, or obtained by,
12 Vizio that covers in whole or in part any of the Vizio Products.

13 **REQUEST FOR PRODUCTION NO. 15:**

14 All Documents concerning any document management systems or processes
15 for handling documents relating to any of the Vizio Products.

16 **REQUEST FOR PRODUCTION NO. 16:**

17 All Documents concerning any databases for storing data relating to any of
18 the Vizio Products.

19 **REQUEST FOR PRODUCTION NO. 17:**

20 All Documents relating to the menu display and/or picture-in-picture
21 functionality of the Vizio Products or the Related Vizio Products.

22 **REQUEST FOR PRODUCTION NO. 18:**

23 All Documents that relate to the closed caption functionality of the Vizio
24 Products or the Related Vizio Products.

25 **REQUEST FOR PRODUCTION NO. 19:**

26 All Documents that relate to the subtitle display functionality of the Vizio
27 Products or the Related Vizio Products.

28

1 **REQUEST FOR PRODUCTION NO. 20:**

2 All Documents that relate to the menu display functionality of the Vizio
3 Products or the Related Vizio Products.

4 **REQUEST FOR PRODUCTION NO. 21:**

5 All Documents that relate to the video processing and transmission
6 functionality of the Vizio Products.

7 **REQUEST FOR PRODUCTION NO. 22:**

8 All Documents that relate to the gamma correction and/or dynamic contrast
9 functionality of the Vizio Products.

10 **REQUEST FOR PRODUCTION NO. 23:**

11 All Documents that relate to the channel selection functionality of the Vizio
12 Products or the Related Vizio Products.

13 **REQUEST FOR PRODUCTION NO. 24:**

14 All Documents that describe the operation of the Vizio Products or the
15 Related Vizio Products, including, but not limited to, user manuals, service manuals,
16 training materials, packaging materials and marketing materials.

17 **REQUEST FOR PRODUCTION NO. 25:**

18 Documents, including, any charts, schematics, drawing or figures, sufficient
19 to show how, where, when, and by whom each of the Vizio Products was
20 manufactured and/or assembled.

21 **REQUEST FOR PRODUCTION NO. 26:**

22 All Documents that relate to the design and development of each of the Vizio
23 Products and each component thereof, including, without limitation, all notebooks,
24 diagrams, progress reports, studies, internal memoranda, contracts for services, and
25 Communications.

26

27

28

1 **REQUEST FOR PRODUCTION NO. 27:**

2 All Documents that relate to whether Vizio infringes the patents-in-suit,
3 including, without limitation, all Documents that relate to any investigation or
4 analysis thereof.

5 **REQUEST FOR PRODUCTION NO. 28:**

6 All Documents that relate to Vizio's contention that the patents-in-suit are
7 invalid, including, without limitation, all Documents that relate to any investigation
8 or analysis thereof.

9 **REQUEST FOR PRODUCTION NO. 29:**

10 All Documents that relate to any prior art search concerning the patents-in-
11 suit, including search requests, reports, analyses, and references located.

12 **REQUEST FOR PRODUCTION NO. 30:**

13 All English translations of any foreign patent or publication on which you
14 intend to rely as prior art to any of the patents-in-suit.

15 **REQUEST FOR PRODUCTION NO. 31:**

16 All copies of any patents, publications, or other references that Vizio contends
17 are themselves prior art or evidence prior art to one or more of the patents-in-suit.

18 **REQUEST FOR PRODUCTION NO. 32:**

19 All Documents that relate to devices, products, systems, apparatuses, or other
20 instrumentalities that Vizio contends are prior art to one or more of the patents-in-
21 suit.

22 **REQUEST FOR PRODUCTION NO. 33:**

23 All Documents that demonstrate or evidence any alleged prior conception
24 and/or reduction to practice of the subject matter claimed in the patents-in-suit.

25 **REQUEST FOR PRODUCTION NO. 34:**

26 All Documents that Vizio relies on or intends to rely on for any of its
27 affirmative defenses.
28

1 **REQUEST FOR PRODUCTION NO. 35:**

2 Documents sufficient to determine the following on a monthly or quarterly
3 basis from October 10, 2002 for the Vizio Products, including components thereof:

- 4 a. Total gross and net revenues (by product, customer, period and
5 location);
6 b. Total quantity of units sold (by product, customer, period and
7 location);
8 c. Cost of goods sold, including but not limited to, direct purchases,
9 direct labor, indirect and/or overhead costs, and any allocation of those direct,
10 indirect and/or overhead costs to the Vizio Products;
11 d. Actual total cost or variances from standard costs;
12 e. Gross and net profits; and
13 f. All costs other than standard costs, including but not limited to,
14 selling, advertising, general and administrative expenses, and any allocation of those
15 expenses to the Vizio Products.

16 **REQUEST FOR PRODUCTION NO. 36:**

17 All Documents relating to the marketing and sale of the Vizio Products.

18 **REQUEST FOR PRODUCTION NO. 37:**

19 Documents sufficient to identify all entities involved in the sale and
20 distribution of the Vizio Products.

21 **REQUEST FOR PRODUCTION NO. 38:**

22 Documents sufficient to identify the role or contribution of all entities
23 involved in the sale and distribution of the Vizio Products.

24 **REQUEST FOR PRODUCTION NO. 39:**

25 Documents sufficient to identify all entities involved in the sale and
26 distribution of the Related Vizio Products.
27
28

1 **REQUEST FOR PRODUCTION NO. 40:**

2 Documents sufficient to identify the role or contribution of all entities
3 involved in the sale and distribution of the Related Vizio Products.

4 **REQUEST FOR PRODUCTION NO. 41:**

5 All Documents that relate to when and how Vizio first became aware of each
6 of the patents-in-suit.

7 **REQUEST FOR PRODUCTION NO. 42:**

8 All Documents reflecting Communications concerning the patents-in-suit or
9 other Sony patents.

10 **REQUEST FOR PRODUCTION NO. 43:**

11 All Documents that relate to or evidence any Licenses, or the negotiation
12 thereof, relating to the Vizio Products.

13 **REQUEST FOR PRODUCTION NO. 44:**

14 All Documents that relate to or evidence any Licenses, or the negotiation
15 thereof, relating to the technology claimed or disclosed by the patents-in-suit.

16 **REQUEST FOR PRODUCTION NO. 45:**

17 All patent licenses in which Vizio has received or conveyed rights.

18 **REQUEST FOR PRODUCTION NO. 46:**

19 All Documents reflecting or created in the course of any patent licensing
20 negotiations in which Vizio has been involved.

21 **REQUEST FOR PRODUCTION NO. 47:**

22 All Documents that are material to the calculation of the reasonable royalty
23 rate that Vizio contends Vizio and Sony would have agreed upon in a hypothetical
24 negotiation.

25 **REQUEST FOR PRODUCTION NO. 48:**

26 All Documents that relate to the size or potential size of the market for each
27 of the Vizio Products.

28

1 **REQUEST FOR PRODUCTION NO. 49:**

2 All Documents that relate to any agreement under which Vizio pays royalties
3 on sales of the Vizio Products.

4 **REQUEST FOR PRODUCTION NO. 50:**

5 All licenses and agreements between AmTRAN and Vizio.

6 **REQUEST FOR PRODUCTION NO. 51:**

7 All Documents that reflect any licenses or agreements between AmTRAN
8 and Vizio.

9 **REQUEST FOR PRODUCTION NO. 52:**

10 All Documents reflecting AmTRAN's ownership in Vizio.

11 **REQUEST FOR PRODUCTION NO. 53:**

12 All Documents that relate to any agreement under which any third party
13 receives, or is entitled to receive, any proceeds from the sale of any of the Vizio
14 Products.

15 **REQUEST FOR PRODUCTION NO. 54:**

16 All Documents concerning sales forecasts, budgets, expenses, costs, and
17 profitability of the Vizio Products.

18 **REQUEST FOR PRODUCTION NO. 55:**

19 All Documents that relate to (1) any written or oral opinions received or
20 solicited by Vizio that relate to the validity, enforceability, infringement, or scope of
21 any claims of the patents-in-suit and (2) the preparation of any such opinions,
22 including, but not limited to, drafts, notes, and any Documents relied on in the
23 preparation of any such opinions.

1 **REQUEST FOR PRODUCTION NO. 56:**

2 All opinions of counsel relating to any of the patents-in-suit.

3 **REQUEST FOR PRODUCTION NO. 57:**

4 All Documents concerning any of Vizio's policies, practices, or guidelines
5 regarding the patent rights of others, including the analysis of patents to ensure you
6 do not infringe such patents.

7 **REQUEST FOR PRODUCTION NO. 58:**

8 All Documents concerning any test, study, experimentation, or investigation
9 conducted to determine whether any product manufactured or sold by Vizio
10 infringes any of the patents-in-suit or uses any Sony technology.

11 **REQUEST FOR PRODUCTION NO. 59:**

12 All Documents relating to any test, study, experimentation, or investigation
13 conducted by or on behalf of Vizio in an effort to design around any of the patents-
14 in-suit.

15 **REQUEST FOR PRODUCTION NO. 60:**

16 All Documents in Vizio's possession that belong to Sony or contain
17 confidential Sony information.

18 **REQUEST FOR PRODUCTION NO. 61:**

19 Documents sufficient to show Vizio's organizational structure from October
20 10, 2002 to the present, including but not limited to organizational charts and
21 personnel charts.

22 **REQUEST FOR PRODUCTION NO. 62:**

23 Documents sufficient to show the officers, employees and other Vizio
24 personnel who are or have been involved in the design, testing, manufacture,
25 marketing, sale, or importation of the Vizio Products.
26
27
28

1 **REQUEST FOR PRODUCTION NO. 63:**

2 All Documents that relate to Vizio's document destruction and/or document
3 retention policies.

4 **REQUEST FOR PRODUCTION NO. 64:**

5 Documents sufficient to show the structure of Vizio's e-mail system and any
6 manner of automatic deletion of e-mail.

7 **REQUEST FOR PRODUCTION NO. 65**

8 All Documents identified, consulted, or referred to by Vizio in its responses
9 to any interrogatory served by Sony in this action, including Sony's First Set of
10 Interrogatories served herewith.

11 **REQUEST FOR PRODUCTION NO. 66:**

12 All Documents that Vizio contends relate to the scope or meaning of any
13 claims of the patents-in-suit.

14 **REQUEST FOR PRODUCTION NO. 67:**

15 All Documents that relate to this action, including, but not limited to, press
16 releases, submissions to government agencies, and Communications with third
17 parties.

18 **REQUEST FOR PRODUCTION NO. 68:**

19 All Source Code that relates to any of the Vizio Products or the Related Vizio
20 Products.

21 **REQUEST FOR PRODUCTION NO. 69:**

22 All Source Code used to operate or enable the function of every integrated
23 circuit incorporated into the Vizio Products that performs any part of the functions
24 of a Video Processor and/or a Graphics Processor, whether stored on the processor
25 itself or in external memory.

26

27

28

1 **REQUEST FOR PRODUCTION NO. 70:**

2 All Documents that relate to any Source Code used to operate or enable any
3 functionality of any of the Vizio Products, including but not limited to algorithms,
4 flowcharts, diagrams, notes, and manuals.

5 **REQUEST FOR PRODUCTION NO. 71:**

6 All Documents that relate to any Source Code used to operate or enable any
7 functionality of any of the Related Vizio Products, including but not limited to
8 algorithms, flowcharts, diagrams, notes, and manuals.

9 **REQUEST FOR PRODUCTION NO. 72:**

10 All Source Code that relates to the technology claimed or disclosed in the
11 '626 patent, including, without limitation, all Source Code relating to the menu
12 display and/or picture-in-picture functionality of the Vizio Products.

13 **REQUEST FOR PRODUCTION NO. 73:**

14 All Source Code that relates to the technology claimed or disclosed in the
15 '577 patent, including, without limitation, all Source Code relating to the close
16 caption functionality of the Vizio Products .

17 **REQUEST FOR PRODUCTION NO. 74:**

18 All Source Code that relates to the technology claimed or disclosed in the
19 '542 patent, including, without limitation, all Source Code relating to the subtitle
20 display functionality of the Vizio Products.

21 **REQUEST FOR PRODUCTION NO. 75:**

22 All Source Code that relates to the technology claimed or disclosed in the
23 '847 patent, including, without limitation, all Source Code relating to the subtitle
24 display functionality of the Vizio Products.

25 **REQUEST FOR PRODUCTION NO. 76:**

26 All Source Code that relates to the technology claimed or disclosed in the
27 '373 patent, including, without limitation, all Source Code relating to the display of
28

1 menu items and the display and/or selection of hierarchical menus, subordinate
2 menus, and/or submenus.

3 **REQUEST FOR PRODUCTION NO. 77:**

4 All Source Code that relates to the technology claimed or disclosed in the
5 '614 patent, including, without limitation, all Source Code relating to the menu
6 display functionality of the Vizio Products.

7 **REQUEST FOR PRODUCTION NO. 78:**

8 All Source Code that relates to the technology claimed or disclosed in the
9 '055 patent, including, without limitation, all Source Code relating to the video
10 processing and transmission functionality of the Vizio Products.

11 **REQUEST FOR PRODUCTION NO. 79:**

12 All Source Code that relates to the technology claimed or disclosed in the
13 '468 patent, including, without limitation, all Source Code relating to the video data
14 communication functionality of the Vizio Products.

15 **REQUEST FOR PRODUCTION NO. 80:**

16 All Source Code that relates to the technology claimed or disclosed in the
17 '182 patent, including, without limitation, all Source Code relating to the dynamic
18 contrast functionality of the Vizio Products.

19 **REQUEST FOR PRODUCTION NO. 81:**

20 All Source Code that relates to the technology claimed or disclosed in the
21 '472 patent, including, without limitation, all Source Code relating to channel
22 selection, including any channel selection related to major and minor channel
23 numbers.

24 **REQUEST FOR PRODUCTION NO. 82:**

25 All Documents that relate to any joint defense agreement in this action or in
26 any related litigation.
27
28

1 **REQUEST FOR PRODUCTION NO. 83:**

2 All Documents that relate to any Communications with any third parties
3 regarding the Vizio Products, the patents-in-suit, or this action, including but not
4 limited to Communications with AmTRAN or Westinghouse Digital Electronics,
5 LLC.

6 **REQUEST FOR PRODUCTION NO. 84:**

7 All Documents that relate to collaborations, partnerships, agreements, joint
8 ventures, licenses, or other arrangements considered or entered into by Vizio for the
9 purpose of designing, developing, manufacturing, selling or distributing any of the
10 Vizio Products.

11 **REQUEST FOR PRODUCTION NO. 85:**

12 All Documents that relate to intellectual property agreements or other
13 arrangements that relate to intellectual property considered or entered into by Vizio
14 for the purpose of designing, developing, manufacturing, selling or distributing any
15 of the Vizio Products.

16 **REQUEST FOR PRODUCTION NO. 86:**

17 All Documents that relate to the marketing, advertising, or promotion of any
18 of the Vizio Products, including but not limited to advertising materials, catalogs,
19 brochures, data sheets, promotional materials, speeches, interviews, press releases,
20 publications, trade releases, new product releases, trade notices, and web pages.

21 **REQUEST FOR PRODUCTION NO. 87:**

22 All Documents that relate to the marketing, advertising, or promotion of any
23 of the Related Vizio Products, including but not limited to advertising materials,
24 catalogs, brochures, data sheets, promotional materials, speeches, interviews, press
25 releases, publications, trade releases, new product releases, trade notices, and web
26 pages.

27

28

1 **REQUEST FOR PRODUCTION NO. 88:**

2 Documents sufficient to show all of Vizio's sales, leases, or other placements,
3 in units and dollars, for each of the Vizio Products, including the date of sale, date
4 of shipment, and name of customer with respect to each sale.

5 **REQUEST FOR PRODUCTION NO. 89:**

6 All Documents that relate to any analysis of Vizio's actual or projected gross
7 profits, net profits, gross profit margins, and net profit margins, relating to any of the
8 Vizio Products.

9 **REQUEST FOR PRODUCTION NO. 90:**

10 All Documents that relate to any product reviews, comparisons, or usability
11 tests or evaluations of any of the Vizio Products.

12 **REQUEST FOR PRODUCTION NO. 91:**

13 All Documents that relate to any plans, proposals, or decisions to improve,
14 downgrade, or otherwise change any features or functionality of any of the Vizio
15 Products.

16 **REQUEST FOR PRODUCTION NO. 92:**

17 All Documents that relate to any studies, surveys, investigations, reports,
18 considerations of, analyses of, or any plans or proposed plans for, beginning,
19 expanding, decreasing, continuing, or discontinuing research, development, testing,
20 production, or sales as to any of the Vizio Products.

21 **REQUEST FOR PRODUCTION NO. 93:**

22 All Documents that you have provided to or received from any person who
23 may testify at trial or at any hearing in this action.

24 **REQUEST FOR PRODUCTION NO. 94:**

25 All Documents created or provided to any expert retained to testify in this
26 case, and all transcripts of prior testimony (whether at deposition, trial, declaration,
27 or affidavit) by the retained expert.

28

1 **REQUEST FOR PRODUCTION NO. 95:**

2 All Communications between Vizio and any expert retained to testify in this
3 action.

4 **REQUEST FOR PRODUCTION NO. 96:**

5 All Communications between Vizio and any witness that is expected to testify
6 in this action.

7 **REQUEST FOR PRODUCTION NO. 97:**

8 All Documents identified in Vizio's Rule 26 disclosures.

9 **REQUEST FOR PRODUCTION NO. 98:**

10 All Documents that Vizio relies on or intends to rely on for any of its
11 Affirmative Defenses.

12 **REQUEST FOR PRODUCTION NO. 99:**

13 All Documents that Vizio may use or will use at any trial or at any hearing in
14 this matter.

15 **REQUEST FOR PRODUCTION NO. 100:**

16 All Documents identified, mentioned, referenced, reviewed, or relied upon in
17 the preparation of Vizio's answers to Sony's Interrogatories in this action.

18 **REQUEST FOR PRODUCTION NO. 101:**

19 All Licenses, whether Vizio is the licensor or licensee, relating to any of the
20 Vizio Products, including but not limited to licenses relating to the technologies
21 claimed or disclosed by the patents-in-suit.

22 **REQUEST FOR PRODUCTION NO. 102:**

23 All Documents and Communications relating to any license relating to any of
24 the Vizio Products.

25 **REQUEST FOR PRODUCTION NO. 103:**

26 All settlement agreements relating to any of the Vizio Products, including but
27
28

1 not limited to, settlement agreements relating to the technologies claimed or
2 disclosed by the patents-in-suit.

3 **REQUEST FOR PRODUCTION NO. 104:**

4 All Documents and Communications relating to any settlement agreement
5 relating to any of the Vizio Products.

6 **REQUEST FOR PRODUCTION NO. 105:**

7 All Documents and Communications relating to any patent infringement
8 claim or action, whether or not such claim or action has been filed before a court of
9 law, that concerns any of the Vizio Products.

10 **REQUEST FOR PRODUCTION NO. 106:**

11 A fully operational exemplar of any device, machine, apparatus, or other
12 thing that Vizio contends is prior art to any claim of any of the Patents-in-suit.

13 **REQUEST FOR PRODUCTION NO. 107:**

14 All Documents relating to the distribution within, import to, or export from
15 the United States of the Vizio Products.

16 **REQUEST FOR PRODUCTION NO. 108:**

17 All Documents relating to any analysis of Vizio's actual or projected gross
18 profits, net profits, gross profit margins, and net profit margins in the United States
19 relating to each Vizio Product.

20 **REQUEST FOR PRODUCTION NO. 109:**

21 All Documents relating to business plans and projections, sales forecasts, or
22 other business planning relating to the Vizio Products.

23 **REQUEST FOR PRODUCTION NO. 110:**

24 Documents sufficient to show the efforts taken by Vizio to sell other products
25 or services together, or in connection, with the Vizio Products or to effect the
26 sale thereof by third parties, including, but not limited to, distributors and retailers.

27

28

1 **REQUEST FOR PRODUCTION NO. 111:**

2 Documents sufficient to show the terms of any extended service plan and/or
3 warranty sold together or in connection with the Vizio Products.

4 **REQUEST FOR PRODUCTION NO. 112:**

5 Documents sufficient to show for each Vizio Product, any other products or
6 services sold together, or in connection, with that product and the revenue generated
7 thereby.

8 **REQUEST FOR PRODUCTION NO. 113:**

9 Documents sufficient to show for each Vizio Product any extended service
10 plan and/or warranty sold together or in connection with that product and the
11 revenue generated thereby.

12 **REQUEST FOR PRODUCTION NO. 114:**

13 All Documents that relate to the technology claimed or disclosed in the '468
14 patent, including, without limitation, all Documents relating to the video processing
15 and transmission functionality of the Vizio Products.

16 **REQUEST FOR PRODUCTION NO. 115:**

17 All Documents that relate to the technology claimed or disclosed in the '182
18 patent, including, without limitation, all Documents relating to the Vizio Products'
19 use, correction, or adjustment of gamma luminance or color difference.

20 **REQUEST FOR PRODUCTION NO. 116:**

21 All Documents that relate to the technology claimed or disclosed in the '626
22 patent, including, without limitation, all Documents relating to the menu display
23 and/or picture-in-picture functionality of the Vizio Products.

24 **REQUEST FOR PRODUCTION NO. 117:**

25 All Documents that relate to the technology claimed or disclosed in the '577
26 patent, including, without limitation, all Documents relating to the close caption
27 functionality of the Vizio Products.

28

1 **REQUEST FOR PRODUCTION NO. 118:**

2 All Documents that relate to the technology claimed or disclosed in the '542
3 patent, including, without limitation, all Documents relating to the subtitle display
4 functionality of the Vizio Products.

5 **REQUEST FOR PRODUCTION NO. 119:**

6 All Documents that relate to the technology claimed or disclosed in the '847
7 patent, including, without limitation, all Documents relating to the subtitle display
8 functionality of the Vizio Products.

9 **REQUEST FOR PRODUCTION NO. 120:**

10 All Documents that relate to the technology claimed or disclosed in the '373
11 patent, including, without limitation, all Documents relating to the display of menu
12 items and the display and/or selection of hierarchical menus, subordinate menus,
13 and/or submenus.

14 **REQUEST FOR PRODUCTION NO. 121:**

15 All Documents that relate to the technology claimed or disclosed in the '614
16 patent, including, without limitation, all Documents relating to the menu display
17 functionality of the Vizio Products.

18 **REQUEST FOR PRODUCTION NO. 122:**

19 All Documents that relate to the technology claimed or disclosed in the '055
20 patent, including, without limitation, all Documents relating to the video processing
21 and transmission functionality of the Vizio Products.

22 **REQUEST FOR PRODUCTION NO. 123:**

23 All Documents that relate to the technology claimed or disclosed in the '472
24 patent, including, without limitation, all Documents relating to channel selection,
25 including any selection related to major and minor channel numbers.
26
27
28

1 **REQUEST FOR PRODUCTION NO. 124:**

2 Documents sufficient to show the ownership structure of Vizio, including the
3 names and addresses of any owners of or investors in Vizio.

4 **REQUEST FOR PRODUCTION NO. 125:**

5 Documents sufficient to identify all Vizio employees who have ever received
6 confidential Sony information.

7 **REQUEST FOR PRODUCTION NO. 126:**

8 All Documents containing confidential Sony information.

9 **REQUEST FOR PRODUCTION NO. 127:**

10 All Documents reflecting any testing of the Vizio Products by or on behalf of
11 Vizio.

12 **REQUEST FOR PRODUCTION NO. 128:**

13 All Documents reflecting any test protocols for testing of the Vizio Products
14 by or on behalf of Vizio.

15 **REQUEST FOR PRODUCTION NO. 129:**

16 All Documents relating to Vizio's participation in any industry groups or
17 associations, including standard-setting organizations.

18 **REQUEST FOR PRODUCTION NO. 130:**

19 All Documents relating to Sony's participation in any industry groups or
20 associations, including standard-setting organizations.

21 **REQUEST FOR PRODUCTION NO. 131:**

22 All Documents relating to any obligations owed by Vizio and/or Sony to any
23 industry groups or associations, including standard-setting organizations, and/or
24 their members.

25 **REQUEST FOR PRODUCTION NO. 132:**

26 All Documents that support Vizio's contention that Sony is barred from
27 recovering damages under 35 U.S.C. § 287.

28

1 **REQUEST FOR PRODUCTION NO. 133:**

2 All Documents that support Vizio's contention that one or more of the claims
3 of the patents-in-suit are invalid for failing to meet conditions for patentability set
4 forth in 35 U.S.C. §§ 101, 102, 103, and/or 112.

5 **REQUEST FOR PRODUCTION NO. 134:**

6 All Documents that support any contention by Vizio that one or more of the
7 patents-in-suit is unenforceable for any reason including, without limitation, laches,
8 equitable estoppel, express or implied license, exhaustion, intervening rights,
9 express or implied waiver, inequitable conduct, patent misuse, unclean hands, and/or
10 prosecution laches.

11 **REQUEST FOR PRODUCTION NO. 135:**

12 All Documents produced or made available to Vizio by any non-party or
13 third-party pursuant to any subpoena in this action.

14
15 DATED: March 23, 2009

QUINN EMANUEL URQUHART OLIVER &
HEDGES, LLP

16
17
18
19 By

 FOR

Kevin P.B. Johnson
ATTORNEYS FOR PLAINTIFF
Sony Corporation

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of
3 eighteen years and not a party to the within action; my business address is Now Legal Service,
1301 W. 2nd Street, Suite 206, Los Angeles, CA 90026.

4 On March 23, 2009, I served true copies of the following document(s) described as

5 **1) SONY'S FIRST SET OF INTERROGATORIES TO VIZIO**

6 **2) SONY'S FIRST SET OF REQUESTS FOR PRODUCTION TO VIZIO**

7 on the parties in this action as follows:

8 **Steven John Corr**

Jones Day

9 555 South Flower Street 50th Floor

10 Los Angeles , CA 90071

213-243-2327

11 Fax: 213-243-2539

12 **[X] BY PERSONAL SERVICE:** I delivered such envelope(s) by hand to the office of the
13 person(s) being served.

14 I declare that I am employed in the office of a member of the bar of this Court at whose
15 direction the service was made.

16 Executed on March 23, 2009, at Los Angeles, Cy.

17 
18 Dave Quintana